

Rensselaer Outing Club

Assumption of Risk | Informed Consent | Release

Introduction

PLEASE READ CAREFULLY! This document must be read and signed by all participants prior to participation. For participants under 18 years of age, at least one parental or guardian signature is required in addition to the participant's signature. If, after reviewing this document, you have any questions concerning the Rensselaer Outing Club or need further clarification regarding the legal commitment this document represents, speak with your activity leader or RPI Outdoor Programs staff before signing.

The Rensselaer Outing Club's instruction, education and/or outdoor activities (referred to in this Document as 'activities') include but are not limited to the following: hiking, backpacking, camping, whitewater and flatwater canoeing, caving, rock climbing, mountaineering, swimming, winter wilderness living, back country living skills, facility maintenance, orienteering, whitewater and flatwater kayaking, mountain biking, rappelling, rafting, ropes course, rescue techniques, sailing, skiing, trail work, wilderness medical training, wilderness survival, and transportation or travel to and from 'activities', challenge courses, and climbing walls. These 'activities' (whether scheduled or unscheduled, supervised or unsupervised and/or occurring during free time) inherently feature elements of 'risk', hazards and dangers (referred to in this Document as 'risk') that may result in loss of property, personal injury/trauma, illness, disability, paralysis, and death to participants and others (referred to in this Document as 'loss'). Such 'activities' may be conducted by Rensselaer Outing Club trip leaders and assistant trip leaders, volunteers, representatives, and contractors (referred to in this Document as 'staff') using locations, contracted services and/or equipment not controlled by Rensselaer Polytechnic Institute.

Participation in these 'activities' is voluntary and it is the responsibility of the participant to refrain from any 'activity' that is deemed unsafe or undesirable. It is also the responsibility of the participant to engage in 'activities' according to his/her physical conditioning and skill level.

Acknowledgement of Risk

While precautions are taken to manage 'risks', it is impossible to eliminate or reduce all 'risks' at all times. Not only may outdoor 'activities' result in 'loss', but also serious impairment of my future abilities to earn a living, engage in other business, social and recreational activities and generally enjoy life.

Possible 'risks' associated with outdoor adventure 'activities' include, but are not limited to:

- exposure to weather (including but not limited to: rain, snow, ice, heat, cold, lightning, storms, flooding and drought)
- natural hazards/conditions (including but not limited to: rock fall, uneven ground, unstable surfaces, allergic reaction to vegetation/insects, rapids, foot entrapment and animal encounters)
- exposure to natural and man-made fire
- physical injury/illness (including but not limited to: drowning, falling, disorientation, loss of consciousness, heat exhaustion, heat stroke, hypothermia, frostbite, gastrointestinal disorders, overexertion, dehydration, hyponatremia, and burns)
- mental or emotional trauma
- equipment failure (personal and/or institutional)
- misjudgments by 'staff', participants or others
- delays in transportation or medical care

'Staff' and co-Staff may misjudge a participant's capabilities, health or fitness level, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location. Equipment may fail or malfunction, despite reasonable maintenance and use. By agreeing to participate in any Rensselaer Outing Club and/or outdoor 'activity', participants acknowledge understanding and acceptance of these 'risks'.

Assumption of Risk and Release of Liability

- I, the undersigned, understand that participation in the Rensselaer Outing Club and/or outdoor 'activity' may entail unavoidable 'risks' and I accept these 'risks'. I understand that I can help manage these 'risks' to myself and others through my actions and agree to listen to 'staff' so they can prepare me to face these 'risks'.
- I accept that I am under no obligation to participate in any 'activity' that makes me feel unsafe and I have the right not to participate in any 'activity', and that I may remove myself from the 'activity' at any time.

- I understand that I am responsible for my own decision-making and subsequent actions.
- I AGREE TO OBEY ALL TRIP SAFETY GUIDELINES.
- I further accept Rensselaer Polytechnic Institute carries no medical insurance for the protection of participants involved in the Rensselaer Outing Club. I assert that I am responsible for my own medical insurance and currently have medical coverage at the time of participation.

Agreement of Release and Indemnity

I hereby agree to release and hold harmless Rensselaer Polytechnic Institute and its officers, trustees, agents, and ‘staff’ (referred to in this Document as ‘released parties’) from any and all claims, except claims of gross negligence or intentionally wrongful conduct, which are in any way associated with my participation, or the minor for whom I sign, in this ‘activity’. I agree further to indemnify (“indemnify” meaning to defend, and to pay or reimburse) ‘released parties’ against any claim by a member of my, or the child’s, family, a rescuer, co-participant, or any other person, arising in whole or part from an injury or other ‘loss’ suffered or caused by me, or by the minor child, in connection with an ‘activity’ of Rensselaer Polytechnic Institute. These agreements of release and indemnity are intended to be enforced to the fullest extent permitted by law.

In the event that I file a lawsuit against Rensselaer Polytechnic Institute, I agree to do so solely in the state of New York, and I further agree that the substantive law of New York shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Other Provisions

Rensselaer Polytechnic Institute and/or its Outing Club reserves the right to remove any participant from the ‘activity’ and/or program who ‘staff’ believes, in their discretion, presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program or ‘activity’. If a participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but are not limited to medical evacuation and treatment; plane, train, bus or taxi fare; accommodations and other travel expenses; and costs and compensation for ‘staff’ accompanying participant. Participant and parent(s) or guardian(s) of a minor participant agree: I have carefully read, understand and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my minor children and other family members, and my heirs, executors, representatives and estate. One or both parent(s) or guardian(s) must sign below for any participating minor (those under 18 years of age).

Participant Signature	Date	Print Name
Parent/Guardian Signature (if under 18 years of age)	Date	Print Name

