

Virginia Polytechnic Institute and State University
Department of Recreational Sports
Assumption of Risk, Waiver of Liability & Indemnity Agreement

Venture Out Trips

User Information

University Status (circle one): Student University Employee Non-Affiliate

Name: _____ Hokie Passport No. (if Applicable): _____

Street Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____

FOR AND IN CONSIDERATION of the opportunity to utilize Virginia Polytechnic Institute and State University Department of Recreational Sports Venture Out Trips (the “Activity”) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. User and each guest or person in User’s family who will utilize the Activity in connection with User’s affiliation at the University (individually and collectively referred to as the “undersigned”) do hereby agree to the following:

Assumption of Risk: The Undersigned acknowledges the existence of risk in connection with the Activity, whether in a active or spectator capacity (including, but not limited to, participation on Venture Out Trips, Clinics, instructional programs, and/or mere presence in Recreational Sports Facilities). Participation by the undersigned in the Activity is purely voluntary and the Undersigned elect to participate with full knowledge of the risks of injury, illness or damage to property. The Undersigned accept full responsibility for any injuries, illness or damage to property that the Undersigned may sustain in the course of such Activity. The specific risks vary from one activity to another, but potential risk include, but are not limited to: injury, illness, blows from falling objects, action from other participants, fall from heights, rope burns/abrasion, dehydration, tendinitis from repetitive stress, injury from personal effects such as jewelry or other sharp objects in pockets, injury to limbs, joints, body from rock holds or features, failure of improper use of equipment and systems, ground, footing, travel in a vehicle driven by someone other than myself, injuries or infection by animals, plants, and/or insects, physical and mental exertion associated with outdoor adventure related activities (i.e. fatigue, muscle soreness, joint stiffness, rashes, and blisters), exposure to fires (man-made or natural), hazards associated with water, hazards associated with backcountry navigation/travel, and event death from above mentioned trauma. Forces of nature include storms, lighting, wind, rain, cold, heat and UV-rays exposer. These risks may result from the Activity itself, from the acts of others or from the unavailability of emergency medical care or considerable distance from 911 emergency systems and limited communication systems.

Waiver/Indemnify and Defend: The Undersigned hereby release, waive, discharge, indemnify, covenant not to sue, and agree to hold harmless for any and all purposes The Commonwealth, by and on behalf of, Virginia Polytechnic Institute and State University (hereinafter referred to as the “University”), and their employees, officers, members or agents (hereinafter collectively referred to as the “Releasees”) from any and all liability, claim, demand, causes of action, suits, losses, damages, property damage, property loss or theft, costs (including court costs and attorneys’ fees) or injury, including death, that may be sustained by the Undersigned while participating in any Activity whether caused by the negligence of the Releasees or otherwise. The Undersigned understand and intend that this Assumption of Risk and Release is binding upon the Undersigned and the heirs, executors, administrators and assigns of the Undersigned.

Acknowledgement of Policies: The undersigned agree to abide by the policies and procedures of Recreational Sports, the Activity and the University. A copy of the Policies is available upon request with Venture Out <https://recsports.vt.edu/outdooractivities/trips.html>. Recreational Sports reserves the right to temporarily revoke or permanently terminate the privileges of the Undersigned for any violation of the above-referenced Policies and Procedures. The Undersigned understand that access to the Activity with dependents under the age of 16 must enter with their parent(s), guardian(s), or chaperone(s).

Prerequisites Skills and Training: The Undersigned represent that they have the requisite skills, qualification, physical ability and training necessary to properly use program equipment, facilities, and to participate in the Activity. The Undersigned agree to direct all questions about the skills, qualifications, or training necessary to properly use the equipment, facility, or to participate in Recreational Sports programs to the appropriate Staff Member on site. The Undersigned acknowledge that no one can warn of he/she/them of all the danger(s) or that the Undersigned do not understand. The Undersigned have verified with their physician or other medical professional that the Undersigned have no past or current physical or psychological condition(s) that might affect their participation in the Activities.

Insurance: The Undersigned understand that University and Recreational Sports do not carry participant insurance and that the Undersigned will be solely responsible for any medical, health or personal injury costs relating to participation in the Activity. The Undersigned are encouraged to have medical physical examination and to purchase health and accident insurance prior to any and all participation in the Activity.

Medical Care: The Undersigned give the Activity staff permission to seek emergency medical, rescue, or evacuation services for them should they become injured or ill with the understanding that they are responsible for any expense incurred. The Undersigned also realize that the Undersigned may be attended to by Activity staff until medical care is available.

Severability: The Undersigned expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understand: The undersigned have read, understand and accept the terms and conditions stated herein, and **understand that the Undersigned are giving up substantial rights, including the right to sue The Commonwealth or Virginia Polytechnic Institute and State University, or any of their officers, agents, servants, or employees.** The Undersigned acknowledge that the Undersigned are signing the agreement freely and voluntarily, and **intend by his/her signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law. The Undersigned further understand that acceptance of this agreement by Virginia Polytechnic Institute and State University and The Commonwealth shall not constitute a waiver, in whole or in part, of sovereign immunity. The Undersigned attest they are the parent or legal guardian of any listed minor dependents. The Undersigned acknowledge that this waiver shall be construed by the laws of the Commonwealth of Virginia notwithstanding choice of law provisions. Any actions or disputes related to this waiver shall only be brought in a state court of the Commonwealth of Virginia.

Users/Guardian Signature: _____ Date: _____

Minor Dependent Name (print): _____

Trip/Activity: _____ Trip Date: _____

By completion of this form, I irrevocably authorize Venture Out and the Department of Recreational Sports to copyright, use, and publish for any legal purpose, any and all photographs of me or the previously mentioned minor which may be taken during this activity without further compensation to me. All photographs shall be solely the property of Virginia Polytechnic Institute and State University Department of Recreational Sports Venture Out.



Venture Out
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