

## QUEST PARTICIPANT AGREEMENT ASSUMPTION OF RISK/MEDICAL INFO

PLEASE PRINT

Date of Program/Trip: \_\_\_\_\_ Group/OrgName: \_\_\_\_\_

Name	Email address		
Address	City	State	Zip
Home Phone	Work Phone	Date of Birth	Sex

### **Teambuilding, High Adventure, Kayaking, Kayak Rolling, Canoeing, Rafting, Climbing, CC Skiing, Hiking, Backpacking, Camping, Caving, Biking, Extended Trips and Related Trainings**

The above mentioned activities hereafter referred to as Quest Activities, occur in unique environments often involving moving water, caves, ice and snow, large cliffs and rocky or forested areas, difficult terrain, cold and inclement weather and steep narrow trails. All are places where we are some distance away if need arises for immediate assistance.

Team building and High Adventure consists of numerous group challenge elements and may require problem-solving ability, lifting heavy beams, lifting other participants, balancing, and walking on narrow beams, logs, ropes, and cables that are above the ground. Kayak rolling clinics occur in a controlled, heated indoor pool environment. A certified lifeguard is present at all rolling clinics.

It is not always within the power of Bloomsburg University of Pennsylvania- hereafter referred to as BU, Community Government Association Inc.- hereafter referred to as CGA, and Quest leaders, to protect all participants at all times from the hazards of Quest Activities. They seek safety, but they are not infallible. They may be ignorant of a participant's fitness or abilities; they may misjudge the weather, the elements, or the terrain; they may give inadequate warnings or instructions; the equipment being used may malfunction.

At the start of each course participants are provided with a packing list advising them of appropriate clothing, footwear, food, and personal gear needed for the activity. Participants should be prepared for any and all weather conditions that might occur during the course. Other safety gear, such as wet suits, life jackets, helmets, harnesses, etc. are issued when necessary or upon request. Participants wear helmets at all times while underground or in trees or on cliffs, natural or artificial and are attached to safety ropes, and provided with necessary climbing hardware as needed. A ground training session provides participants with instruction in basic safety, communication, and use of equipment. Dangers from known sources are explained, but unexpected hazards may arise. Known and unknown dangers may result in loss of or damage to equipment, accidental injury, permanent trauma, or loss of life.

#### **Potential dangers associated with Quest Activities include but are not limited to:**

- Falling off a bicycle, skis etc. or colliding with other bikes, skis etc. or objects on the trails, artificial or natural.
- Slips and falls on loose, wet, muddy, steep, snow covered or icy terrain while transporting equipment.
- Dislocations, strains and sprains from bracing, rolling, carrying and lifting boats.
- Traveling in any vehicle, plane, vessel or ship or using a trailer operated by Quest or any 3<sup>rd</sup> party provider.
- Body entrapment and possible drowning
- Falling from structures both natural and man-made.
- Injury or illness including but not limited to cuts, bruises, strains, bites, punctures, sprains, fractures, abrasions, frostbite, muscle strain, broken bones, bacteria, viruses, burns, internal bleeding, ailments associated with overexertion or altitude, other environmental factors and neurological damage.
- Injuries due to loose, wet, muddy, steep, snow covered or icy terrain along cliffs, trails, rivers, lakes or forests.
- Exposure to wild animals (i.e. bears, snakes, ticks, bees, spiders, etc.) that may be aggressive or poisonous, which all participants are advised to restrain from harassing.
- Immersion in cold, swift water possibly resulting in hypothermia.
- Impact with rocks, boulders, trees, falling objects or other debris resulting in injury or entrapment.
- Exposure to inclement weather such as wind, rain, snow, heat, cold, lightning, ice, or mud increasing the possibility of injury or loss of life.
- Falling while tied to safety ropes or rope burns from rescue ropes.
- Slipping or falling while wearing crampons resulting in cuts to skin, clothing, or equipment.
- Flooding in caves due to heavy surface rains.
- Injury from hand holds coming loose and or falling off the climbing wall

In consideration of the services BU, CGA, Quest, its agents, owners, employees, officers, volunteers, participants, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge BU, CGA, Quest, the State System of Higher Education, hereafter referred to as SSHE, and the Commonwealth of Pennsylvania on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate to each of the following issues:

1. I acknowledge that Quest Activities involve known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential natural qualities of the activity.
2. I also acknowledge and agree that following the directions and instructions of supervisory individuals is mandatory and essential to my safety and the safety of others.
3. I expressly agree and promise to knowingly accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the known and unknown risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BU, CGA, Quest and the SSHE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BU, CGA, Quest equipment or facilities, **including any such claims which allege negligent acts or omissions** of BU, CGA, Quest and the SSHE.
5. Should BU, CGA, Quest, and the SSHE or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless BU, CGA, Quest and the SSHE for all fees and costs associated with the incident.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself and hold BU, CGA, Quest and the SSHE harmless for these costs. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. In case of injury as a result of my participation in this activity, I hereby give advance permission to obtain medical services on my behalf including but not limited to paramedic treatment, transportation by emergency vehicle to a medical facility, and treatment by emergency physicians. All extraordinary measures are to be taken in regards to treatment and I shall assume all fiscal responsibility as to any treatment and services. I will indemnify and hold harmless BU, CGA, Quest, and the SSHE from any and all financial and legal obligations associated with emergency treatment, including all actions in seeking and obtaining this service.
8. In the event that I file a lawsuit against BU, CGA, Quest and the SSHE, I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of that state 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 portions shall remain in full force and effect. A Xerox copy of the agreement shall be acceptable as a true and authentic copy.

**MEDICAL INFORMATION**

Person to be notified in case of emergency	Phone number(s)	Relationship
List any Allergies		
List any other health concerns that may affect your participation		
Current Medications/Indicate condition being treated		

**By voluntarily signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in Quest Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against BU, CGA, Quest and/or the SSHE on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I declare all of the information on this form to be true.**

Print Name	Signature	Date
------------	-----------	------

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must Be Completed For Participants Under 18 Years of Age)**

In consideration of \_\_\_\_\_ (print minor's name) being permitted by BU, CGA, Quest and the State System of Higher Education to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold BU, CGA, Quest Institute and the State System of Higher Education from any and all claims that are brought by or on behalf of minor which are in any way connected with such use or participation by minor. I will abide by all the term & conditions noted above. My signature is evidence of my understanding, acceptance and acknowledgment all of the provisions noted above.

**To allow you the opportunity to see the activities in which your child's group is participating, we like to share photos on our website depicting our programs and participants. Your child may appear in photos (no names used) during his/her group's activity. If you have any objections or concerns, please contact us.**

Signature of Parent/Guardian	Date
------------------------------	------