

I am aware that my participation in the Colgate University ("Colgate") Wilderness Adventure program (the "Program") may involve physically and/or emotionally demanding activities, which involve many risks and potential for injuries (collectively, the "Injuries"). I understand that the risk of suffering an Injury may be the result of conditions or actions outside of the control of Colgate, and that Colgate will not be responsible for such Injuries. I also understand that Injuries may be caused by my own failure to follow safety policies, procedures or techniques which are made known to me.

I understand that there are certain inherent risks involved in participating in the Program. I acknowledge that these risks exist, and I am willing to assume responsibility for any and all such risks resulting from or arising out of my participation in the Program.

NOW, THEREFORE, in consideration of Colgate permitting me to participate in the Program and to engage in all activities related or incidental thereto, I hereby acknowledge, affirm and state as follows:

- A. I acknowledge and understand that there are risks associated with my participation in the Program, and that prior to executing this Assumption of Risk, I have been given the opportunity to discuss any questions I may have regarding the risks of potential Injuries with appropriate members of the Colgate staff.
- B. I affirm that I am fully capable of participating in the Program, am in adequate physical and emotional condition to participate in the Program, and that I am not under any medical restriction or recommendation that would prohibit me from participating fully in the Program. I affirm that I have appropriate medical insurance in the event an Injury is sustained, and that I will personally accept responsibility for the full amount of any expenses arising out of any Injury suffered by me.
- C. I acknowledge and agree that Colgate and its personnel are not to be held responsible for any pre-existing Injuries or medical conditions that I may have, or any Injuries or medical conditions arising out of or related to any pre-existing Injuries or medical condition(s).
- D. I acknowledge and agree that I will not participate in any portion of the Program while under the influence of alcohol, illegal substance/drug, or any un-prescribed drug including tobacco in any form nor will I have any such substances in my possession at any time during my participation in the Program.
- E. I understand and agree that any violation of the rules of the Program or failure to abide by the terms of this Assumption of Risk may result in my dismissal from the Program, and I understand and agree that I will (i) forfeit any refund if dismissed from the Program, and (ii) be responsible for any and all additional costs resulting from or arising out of my participation in Program.
- F. I hereby waive and release Colgate and its trustees, employees, officers, volunteers, independent contractors and agents (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims arising out any personal or bodily injury, illness, death, loss or damage of property, or economic loss I may suffer which results from my participation in the Program, travel to and from the location of any portion of the Program, or any events incidental to the Program, including but not limited to claims arising out of the negligent acts or omissions of any or all of the Released Parties.
- G. I acknowledge and understand that there are risks with my participation in the Program, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death, loss or damage of property, or economic loss. These injuries or outcomes may arise from my own or other's actions, inactions, or negligence, or the condition of the location where I am participating in the Program. Nonetheless, I assume all risks of my participation in the Program, whether known or unknown to me, including travel to and from the location where I am participating in the Program or any events incidental to the Program.

- H. I understand and agree that if any term, condition or provision of this Assumption of Risk is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term, condition or provision of this Assumption of Risk.
- I. The terms of this Assumption of Risk shall serve as a binding release and assumption of risk for my heirs, estate, executor, administrator, assignees, and all members of my family.

IN EXCHANGE FOR THE PROMISES CONTAINED HEREIN, I/WE HEREBY EXECUTE THIS ASSUMPTION OF RISK AS OF THE DATE SET FORTH BELOW.

Participant's Signature

Date

Printed Name

Parent/Guardian's Signature*
*If Participant is under the age of 18 years old

Date

Printed Name

Please return, along with Health History Form to:
Wilderness Adventure
c/o Colgate Outdoor Education
13 Oak Drive
Hamilton, NY 13346