Loyola University of Chicago
Office of Outdoor Experiential Education
Outdoor Experience Activities

PARTICIPANT AGREEMENT AND RELEASE

This Participant Agreement and Release (this “Agreement”) is required for participation in any and all outdoor experience programming and activities of the Loyola University of Chicago (“Loyola”) Office of Outdoor Experiential Education during the Term (as defined below) (collectively, the “Outdoor Experience Activities”). This Agreement must be on file with Loyola’s Office for Outdoor Experiential Education and will be valid for a one-year period beginning on the date this Agreement is executed by the participant (the “Term”). **Participation in any Outdoor Experience Activities is prohibited without submission of this Agreement.**

I desire to voluntarily participate in the Outdoor Experience Activities at Loyola pursuant to the terms of this Agreement.

**Disclosures**

I understand that participating in the Outdoor Experience Activities may involve living, camping and traveling outdoors and may involve a variety of specific activities, including, but not limited to: hiking and backpacking through mountains and other terrain; mountaineering and climbing on rock cliffs; steep snow and ice; whitewater or sea kayaking and canoeing; horse packing; skiing; snowshoeing; and caving, and that some of these activities can be physically, mentally and emotionally strenuous and demanding. I understand and acknowledge that, in connection with the Outdoor Experience Activities, meals may be prepared over gas stoves and open fires and water may require disinfection before use. I understand and acknowledge that I may come in contact with offending foods, plants and other materials and substances to which I may have an allergy or sensitivity.

I understand and acknowledge that participating in the Outdoor Experience Activities carries certain inherent risks, dangers and hazards, which cannot be totally eliminated and which could result in death or serious bodily injury, including, but not limited to: permanent disability or trauma; paralysis; hypothermia; frostbite; immersion foot; high altitude illnesses; sunburn; heatstroke; dehydration; and other mild or serious conditions. I further understand that those risks may include, but are not limited to: inclement or extreme weather (including, but not limited to, lightning, avalanches, flash floods or other forces of nature); falling and rolling rock or timber; flowing, deep or cold water; loss or damage to personal property; personal injury or accidents (including, but not limited to, burns, cuts, sprains, strains and injuries from slips, falls or lifting) resulting from camping, climbing, running, swinging, jumping, increased heart or breath rates or other types of activities or physical exertion; diseases or illnesses (including, but not limited to, diarrhea and flu); attacking, predatory and stinging insects, snakes, predators or animals; other unforeseeable acts of nature; physical contact with others; and the emotional effects of being in perceived risk. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity, and I freely assume all those risks.

I represent that I am physically fit and do not have any medical condition or physical limitation that would put me at risk for injury as a result of my participation in the Outdoor Experience Activities. In the event of my injury, illness or other medical condition or situation during my participation in any Outdoor Experience Activities, I hereby authorize Loyola to take whatever steps are reasonably necessary in Loyola’s judgment to attend to my medical needs and, without limitation, specifically give permission to Loyola to supervise on-site first aid as appropriate in Loyola’s judgment. I understand that I participate in the Outdoor Experience Activities at my own risk, I assume responsibility for my own health, safety, medical and evacuation expenses.

I understand and acknowledge that Outdoor Experience Activities may occur in remote and difficult to reach places, including, but not limited to, public lands and areas exposed to the actions of persons not associated with Loyola, and that these locations may be distant from medical facilities (including, but not limited to, distances only travelable in days). I understand and acknowledge that communication and transportation in Outdoor Experience Activities may be difficult and may significantly delay evacuations and medical care. I understand and acknowledge that travel to, during or from the Outdoor Experience Activities may be by vehicle, canoe, kayak, horse, aircraft, train, bus, skis, on foot or by other
means, over improved or unimproved roads, rugged trails or off-trail terrain, including, but not limited to, boulder fields, downed timber, rivers, rapids, river crossing, high mountain passes, snow and ice, steep slopes, slippery rocks, ocean tides, currents, waves, surf and reefs. I understand and acknowledge that travel risks include, but are not limited to, collision, falling, capsizing, drowning, getting lost, environmental risks and other risks associated with such travel.

I understand that while participating in the Outdoor Experience Activities, I must follow the instructions and directions, whether oral or written, provided by a Loyola employee, contractor or volunteer responsible for supervising or facilitating, or otherwise involved with, the Outdoor Experience Activities (collectively, “Outdoor Experience Personnel”) and that I must abide by the rules, regulations and policies of Loyola. I also understand and acknowledge that participants who fail to follow such instructions, directions, rules, regulations or policies may be asked to end their participation, at their own expense, in the Outdoor Experience Activities. I further understand that Outdoor Experience Personnel, who may not be licensed, certified, or registered instructors or professionals, sometimes conduct the Outdoor Experience Activities. I accept the fact that the skills and competencies of Outdoor Experience Personnel will vary according to their training and experience. I understand and acknowledge that decisions made by Outdoor Experience Personnel will be based on a variety of perceptions and evaluations, which by their nature may be imprecise and subject to errors in judgment and that misjudgments may pertain to, among other things, my capabilities, environment, terrain, water or weather conditions, natural hazards, routes or medical conditions.

I agree to act in a responsible and safe manner while participating in all Outdoor Experience Activities and that I will use all the elements and equipment of the Outdoor Experience Activities (collectively, the “Equipment”) for their respective intended purposes only as outlined by Outdoor Experience Personnel. I am also aware and understand that misuse of the Equipment could endanger myself and others. I understand and acknowledge that participants who do not use the Equipment for their respective intended purposes may be asked to end their participation in the Outdoor Experience Activities. I understand and acknowledge that Equipment may break, fail or malfunction.

I understand and agree that I may not be under the influence of alcohol or consciousness-altering drugs, whether obtained or taken legally or not, and acknowledge that I will not use or be under the influence of any such substance while participating in any Outdoor Experience Activities. I understand that participating in Outdoor Experience Activities while under the influence of such substances could endanger myself and others and that participants who fail to abide by this rule will be asked to end their participation, at their own expense, in the Outdoor Experience Activities.

General Release

I am aware that by signing this Agreement and participating in the Outdoor Experience Activities, I am waiving and releasing all claims arising out of such participation in the Outdoor Experience Activities. I am aware and understand and agree that this Agreement is valid for any and all Outdoor Experience Activities I participate in during the Term. I am aware and understand and agree that: (i) signing this Agreement and participating in the Outdoor Experience Activities is completely voluntary and of my own free will; (ii) individuals participate in the Outdoor Experience Activities at their own risk and assume responsibility for their own health, safety, medical and evacuation expenses; (iii) Loyola is not liable for injuries sustained during participation in the Outdoor Experience Activities; (iv) Loyola strongly recommends that all Outdoor Experience Activities participants consult a physician and have a physical exam prior to participation in the Outdoor Experience Activities; and (v) Loyola does not provide personal accident, health, medical or evacuation insurance to participants in the Outdoor Experience Activities.

In consideration for my voluntary participation in the Outdoor Experience Activities, including, but not limited to, the use of Loyola facilities and equipment (including, but not limited to, the Equipment): (i) I hereby assume all risks of injury which may result from my participation in the Outdoor Experience Activities and my use of Loyola’s facilities and equipment (including, but not limited to, the Equipment); and (ii) I agree to waive, indemnify, hold harmless, release and discharge Loyola, its affiliates, Outdoor Experience Personnel and their respective trustees, officers, employees, representatives, agents, volunteers, successors and assigns (collectively, “Releases”) from any and all actions, causes of action, rights of action, suits, claims, damages and expenses whatsoever, for any injury, loss, damage, accident, inconvenience, or expense, present or future, known or unknown, anticipated or unanticipated, relating to, resulting from or arising out of my voluntary participation in the Outdoor Experience Activities and my use of Loyola’s facilities and
equipment (including, but not limited to, the Equipment). It is my express intent that this Agreement shall bind myself, members of my family and my heirs, executors, administrators, assigns and personal representatives and shall be governed by the laws of the State of Illinois.

**Photo Release**

I authorize any and all Releasees to record my participation and appearance in any Outdoor Experience Activities on video tape, audio tape, any computer or digital format, film, photograph or any other medium of any kind and to use such recordings, and my name and voice in all mediums, including, but not limited to, magazines, newspapers, periodicals, radio, television, the World Wide Web, other news and educational media, and all means of communication now and in the future. I waive and release Releasees from any claim, action, suit or damage whatsoever by reason of anything contained in the recording or in connection with or arising out of the use, reuse, duplication, distribution, broadcast, publication, republication and marketing of the recording.

**Certification**

By signing below, I certify and agree that: (i) the information provided by me in this Agreement is true and accurate in all respects; (ii) I have read, understood, and intend to be bound by the foregoing and am participating in the Outdoor Experience Activities of my own free will; and (iii) I retain the right and responsibility to choose and direct my own level of participation in the Outdoor Experience Activities.

______________________________________  ______________________________
Printed Name      Date

______________________________________  ______________________________
Signature      Relationship to Participant

**Parent/Guardian Agreement and Release**

(For Outdoor Experience Participants under 18 Years of Age)

The undersigned is the parent or legal guardian of the above participant in the Outdoor Experience Activities. I am over the age of 18, have read and understood this Agreement and am voluntarily allowing the participant to participate in Outdoor Experience Activities. On behalf of the participant, I am assuming all risks associated with the participant’s participation in the Outdoor Experience Activities and agree to be bound by the terms of this Agreement.

______________________________________  ______________________________
Printed Name      Date

______________________________________  ______________________________
Signature      Relationship to Participant