NORTHERN ARIZONA UNIVERSITY

Acknowledgement/Assumption of Risk Waiver and Release of Liability

NAU OUTDOORS

IMPORTANT: THIS IS A LEGAL DOCUMENT

(NAU Outdoors is a program of Campus Recreation Services, a department within Enrollment Management and Student Affairs, and shall hereinafter be referred to as NAUODR)

This document must be read and signed by participant and, in the event that participant is under the age of 18, by participant's parent(s) or legal guardian(s). If you have any questions regarding the legal consequences of signing this agreement you should consult an attorney. You, the participant, must complete a new form should any of the below information change, should you participate in a different activity, or a when a new academic year has begun. THIS AGREEMENT EXPIRES WHEN A NEW ACADEMIC YEAR HAS BEGUN, AND ONLY APPLIES TO THE ACTIVITY LISTED BELOW.

Activity _____ (please see NAU.EDU/Outdoors for a description of activities)
(Please be as specific as possible and print neatly)

Participant's name _____Louie ID (if NAU Staff/Student) _____

Participant's address _____
Street City State Zip Code

Phone ( ) _____ Email _____

Male ( ) Female ( ) Age_____ Date of Birth_____ Height_____ Weight_____
(Please check one)

Emergency Contact _____ Phone ( ) _____
Name Relationship

Participant's Insurance Company_____ Policy #_____

Emergency Medical Information for Participant (check all those that apply).

Yes	No	
☐	☐	Allergies to insects, foods, or drugs? Please provide details, and describe reaction: _____
☐	☐	Do you have any known physical or medical conditions which could limit your participation (such as Asthma, Diabetes, Heart Disease, Epilepsy, Pregnancy, etc.)? Describe: _____
☐	☐	Do you require any reasonable accommodations in order to participate in any events offered by NAUODR? Describe: _____
☐	☐	Medications? List all medications taken that could impact Participant's ability to engage in the activity: _____

Additional medical/physical information you think NAUODR should be aware of (such as fitness level, ability to swim, bad joints, etc).

_____

*** If any of the above emergency medical information changes, please immediately notify NAUODR during the time in which this agreement is in effect.

Initials (Read and initial each statement. If participant is under the age of 18 each statement must be initialed by a Parent/Guardian)

_____ My initials next to this and proceeding statements, in conjunction with signature (s) on the final page, indicate my understanding of an agreement with each statement.

_____ I acknowledge that I have been given the opportunity to participate in the NAUODR activity and that I can decline to participate, at any time, if I wish.

_____ The information provided here is a complete and accurate statement of the physical factors that may affect my participation in the NAUODR activity. I realize that omitting information or providing false information could result in serious harm to me or fellow NAUODR participants.

_____ I agree to not use alcohol or any medicinal or chemical substances, including medical marijuana, during my participation in the activity, except those medicines listed above as used in conjunction with a physician's orders.

_____ The information provided here is subject to NAUODR staff screening and may, at the discretion of NAUODR staff, require further assessment and medical clearance from a physician prior to participation in the activity.

_____ I understand that this information shall be kept confidential EXCEPT in the case of emergency or as otherwise indicated in this document.

Acknowledgement and Assumption of Risk

By signing, I _____ (participant), voluntarily consent to participate in the above-mentioned activity offered by NAUODR. I have had the opportunity to review the list of activities at www.nau.edu/outdoors and I have no questions regarding the nature of the activity in which I intend to participate or I have contacted the NAUODR staff to clarify any questions which I may have regarding the nature of the activity in which I intend to participate. I understand and am aware that there are a variety of risks and dangers inherent to said activity. These include, but are not limited to, loss or damage to equipment, personal injury, illness, temporary or permanent physical or emotional trauma, or death. I understand that I may be injured while participating due to my own actions, the actions of others, or because of "Acts of God." I give my permission to representatives from NAUODR to provide medical treatment should an emergency arise and for them to seek additional medical support, to the extent and when they deem appropriate. I give my permission to representatives from NAUODR to release any information from my educational records, including this document, in connection with a health or safety emergency. I give my permission for representatives from NAUODR to transport me in connection with said activities in motor vehicles, including passenger vans, and I affirm my understanding that such transportation may create additional risks and I hereby voluntarily assume any and all such risks. I understand that NAUODR activity trips may occur in remote places, may be located many hours from medical facilities, that communication and transportation may be difficult, and that sometimes evacuations and medical care may be significantly delayed. I voluntarily assume all of the risk(s) associated with my participation in NAUODR activities.

I acknowledge and understand that it is my responsibility to decline, reduce, or stop participation in the event of illness, injury, or other medical condition. I understand that the staff may reduce or stop my participation when they determine that doing so is in the best interest of my safety or to aid in the well being of other participants, and I acknowledge and understand that NAUODR staff have the authority to make said determination(s). I understand that it is my responsibility to maintain medical insurance, that such medical insurance is required to be in place prior to my participation in NAUODR activities, and that it is my responsibility to seek and receive medical evaluation and treatment for any symptoms that may arise out of or are related to my participation in NAUODR activities. Should an evacuation be required, I voluntarily assume responsibility for all fees incurred in conjunction with the evacuation. I acknowledge and understand that NAUODR is self-insured and will not provide insurance coverage for me. I further agree to abide by all applicable laws, Arizona Board of Regents, NAU and Campus Recreation Services policies and procedures, as well as any directives given to me by NAUODR personnel at any time.

Waiver, Release and Indemnification

I agree to release, indemnify and hold harmless the State of Arizona, the Arizona Board of Regents, Northern Arizona University, NAUODR, and all of their members, employees, and agents, ("Indemnitees") from any and all claims, damages, losses, injuries, and expenses arising out of or related to my participation in NAUODR activities, except those which are due to the gross negligence or intentional misconduct of the Indemnitees.
If the Indemnitees are made to defend any action, lawsuit, or litigation on my behalf or as a result of my actions, I hereby agree to pay the Indemnitees' legal costs, including attorney's fees.
I agree that should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. I agree that the site of any lawsuit arising out of or related to this agreement shall be Coconino County, Arizona and that the law governing any such lawsuit shall be Arizona law. The terms of this agreement shall continue and be in effect after my participation in the NAUODR program activities has been completed.

Permission to Use Photographs

_____ By initialing here, I hereby provide NAUODR with permission to use or release any photographs or videos taken during this program for publicity purposes and as a means of promoting NAUODR's educational mission and its programs, including photographs or videos which might otherwise be considered education records.

_____ _____
Participant Signature Date

_____
Printed name of Parent(s)/Legal Guardian(s) and Relationship to participant

_____ _____
Parent(s)/Legal Guardian(s) Signature(s)* (if you are signing for a participant under the age of 18) Date

*By signing I certify to NAUODR that I am the parent or legal guardian of the participant named above, that I have the legal authority to sign this Agreement, and that I hereby assume all legal responsibilities associated therewith on behalf of and for the participant. I further certify that I have read this Agreement in its entirety, and that I have no questions about this Agreement.