

RELEASE, ASSUMPTION OF THE RISK AND WAIVER – BY AN INDIVIDUAL

This RELEASE, ASSUMPTION OF THE RISK AND WAIVER is signed this _____ day of _____, 200__, by _____, for himself or herself, his or her organization and for any person under 18 years of age present with, and for whom the person named above, by signing this RELEASE, ASSUMPTION OF THE RISK AND WAIVER, assumes responsibility for, supervision and care while present at the Northern Arizona University (“NAU”) Centennial Forest, (collectively, "Participant").

In consideration of being allowed to participate in any and all events held at the NAU Centennial Forest, Participant acknowledges and agrees as follows:

1. Participant knowingly and freely assumes, all risks, both known and unknown, while present on the premises of the NAU Centennial Forest. Participant understands that Participant will be present and will participate, without supervision by NAU or other personnel, in activities on the NAU Centennial Forest, which includes both buildings and other improvements and also undeveloped land without maintained roads or trails, located a long distance from emergency medical services, which may be outside radio and cell phone range to call for assistance. The NAU Centennial Forest has not been inspected for, nor have signs been installed to warn against, hazards such as uneven ground and terrain, wild animals, snakes, lightning, dead trees and branches which may fall unexpectedly and other dangerous conditions naturally occurring in outdoor and interior settings.

2. Participant agrees to accept any risks, but by no means limited to those described in paragraph 1 above, and accept personal responsibility for any damages, including injury, permanent disability, property damage or death. If Participant observes any unusual hazard during the Participant's presence or participation, Participant shall remove himself or herself from participation and shall immediately bring such hazard to the attention of the nearest employee of NAU, the Arizona Board of Regents or the State of Arizona. Participant further agrees to not litter, damage or destroy any property or natural conditions on the NAU Centennial Forest, and to pay for any damage, cleanup, repair or replacement caused by any act, error or omission of Participant while present on the Centennial Forest.

3. Participant, for and on behalf of Participant, his or her heirs, assigns, personal representatives and next of kin, hereby releases, indemnifies and holds harmless and agrees to defend NAU, the Arizona Board of Regent and the State of Arizona, and their officers, officials, agents, employees, and other participants, with respect to injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Participant or otherwise, to the fullest extent permitted by law.

4. The laws of the State of Arizona shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles.

Participant acknowledges that he or she has read and understands the foregoing Release and Waiver, and Participant voluntarily and intelligently makes and executes this Release and Waiver.

Witness's Signature

Participant's Signature

Print Witness's Name

Print Participant's Name

Please return completed form to:
Cheryl Miller
P.O. Box 15018
Flagstaff, AZ 86001