

## **CONSENT, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

### Explanation of the nature of the risk.

Participation in outdoor rock climbing activities to occur at Devils Tower National Monument as part of Andrews University and the Center for Youth Evangelism's Camp (herein in "Rock Climbing Activity"), involves significant risk of damage to personal property, bodily injury and death. These risks stem from the inherent dangers associated with outdoor rock climbing activities generally, including but not limited to, navigating uneven, slick or otherwise hazardous terrain, equipment failure, falling rocks and debris, wild animals, yours or other participants' failure to follow instructions, your own negligence and the negligence of others, and your own medical conditions, health and/or fitness.

Outdoor rock climbing is inherently dangerous and different from indoor rock climbing and requires you to wear a helmet. However, even with this protective gear these activities may result in serious or grievous injuries, including bodily injury and/or death. You should avoid participating in the Rock Climbing Activity if you are not comfortable with assuming any of the aforementioned risks or any risks associated with outdoor rock climbing.

All of the risks described in this section above are collectively referred to as "Risk", "Risks" or "RISKS" below.

### The risks that I am assuming.

I accept the Risk of participating in the outdoor rock climbing activities hosted by Andrews University and the Center for Youth Evangelism's Camp at Devils Tower as described under the heading "Explanation of the nature of risk" above. I assume these Risks even if the Risks were created by the carelessness or negligence of the Andrews University, the Center for Youth Evangelism, International Pathfinder Camporee, Cam-Plex, the sponsors of the Rock Climbing Activity, or officers, agents, independent contractors, or other employees associated with the aforementioned parties. I understand that by participating in any Rock Climbing Activity, I am voluntarily assuming the risk of negligent conduct of others but I am NOT assuming the risk of intentional or reckless conduct of others. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR RISKS OF DEATH OR PERSONAL INJURY, MEDICAL CONDITION, AND PROPERTY DAMAGE that may be sustained as a result of participation in the Rock Climbing Activity as those Risks are described in this agreement.

### The potential claims and liability I am releasing.

I also hereby EXPRESSLY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Andrews University, the Center for Youth Evangelism, International Pathfinder Camporee, Cam-Plex, the sponsors of the Rock Climbing Activity, or officers, agents, independent contractors, or other employees associated with the aforementioned parties, from any and all claims, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained due to my participation the Rock Climbing Activity and stemming from or related to the Risks described in this agreement.

I further hereby AGREE TO HOLD HARMLESS Andrews University, the Center for Youth Evangelism,, International Pathfinder Camporee, Cam-Plex, the sponsors of the Rock Climbing Activity or officers, agents, independent contractors, or other employees associated with the aforementioned parties from any loss, liability, damage or costs, including reasonable attorney's fees which are in any way connected with my participation in the Rock Climbing Activity which allege negligent acts or omissions of Andrews University, the Center for Youth Evangelism, International Pathfinder

Camporee, Cam-Plex, the sponsors of the Rock Climbing Activity, or officers, agents, independent contractors, or other employees associated with the aforementioned parties.

It is my express intent that this Agreement shall bind the members of my family and my spouse (if any) and my heirs, executors, representatives, agents, successors, assigns, and administrators and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of Andrews University, the Center for Youth Evangelism, International Pathfinder Camporee, Cam-Plex, the sponsors of the Rock Climbing Activity, or officers, agents, independent contractors, or other employees associated with the aforementioned parties.

BY SIGNING BELOW, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT OR HAVE RECEIVED THE SIGNED WRITTEN CONSENT OF A PARENT OR LEGAL GUARDIAN; I HAVE GIVEN UP LEGAL RIGHTS; AND I AM EXECUTING THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS.

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Printed Signature Name

\_\_\_\_\_  
Date

**IF UNDER 18 ONLY:**

\_\_\_\_\_  
Printed Name of Legal Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date