

Brevard College Informed Consent: Rappelling and Top Rope Climbing / Bouldering

Although BC has taken reasonable steps to provide me with appropriate equipment and skilled staff for the course so I can enjoy an activity for which I may not be skilled, I acknowledge that this activity has risks, including certain risks, which cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. I understand that BC does not want to frighten me or reduce my enthusiasm for this activity, but the college believes it is important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks.

Risks	Prevention	Solution/Treatment
<ul style="list-style-type: none"> • Strains, sprains, dislocations, or broken bones. • Blisters, hot spots and soreness • Frostnip, frostbite, hypothermia • Sore muscles • Dehydration • Scrapes and cuts • Heat Exhaustion or Heat Stroke • Sunburn • Getting hit by a falling object • Hair, clothing, or jewelry getting caught in pulleys or other gear • Death or serious injury 	<ul style="list-style-type: none"> • Climb within abilities. • Wear properly fitted footwear, clothes, and equipment. • Wear proper clothing (gloves, wool socks, etc.). • Eat and drink proper amounts. Stretch before and after climbing. • Drink plenty of water (a liter every couple of hours). • Climb within abilities. Wear proper clothing. • Wear proper clothing. Rest if you become too hot. Drink plenty of fluids. • Wear sunblock. Wear protective clothing. • Be alert. Wear a helmet. • Have long hair tied back. Remove rings, dangling earrings, watches, etc., and wear proper clothing. (i.e., avoid loose sleeves.) • Wear proper safety gear. Check to see if carabiners are secure. Make sure belayer is ready BEFORE climbing. 	<ul style="list-style-type: none"> • Administer proper first aid. Inform staff of injury for assistance. • Inform staff of the discomfort for assistance. • Get to warm area and warm affected body parts slowly. • Inform staff of the discomfort for assistance. • Rest and slowly drink plenty of water. • Inform staff of injuries for assistance. • Rest in shaded area, drink plenty of fluids. • Get out of the sun. Apply sunblock. • Inform staff of injury for assistance. • If caught, remain calm and ask staff for assistance. • Inform staff of any injuries.

BREVARD COLLEGE ASSUMPTION OF RISK

In consideration of the services of the BREVARD COLLEGE (BC), its agents, staff, faculty, trustees, officers, contractors and all other persons or entities associated with it. I agree as follows:

I have read and understand the risks listed above and how to avoid them and agree to take an active part to protect myself and my fellow participants during the activity. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury, or death. I agree to accept the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate with full knowledge of the inherent risks. I will not participate in unsafe practices and I will inform the staff of any dangers known to me that may cause injury to myself or others.

Furthermore, I agree to respect the rights and feelings of other participants and staff and to act in a supportive and caring manner during my participation in this event. I will take care of myself by letting others know what I need. I will try everything that I am asked to do by staff. I understand that I have the right not to participate if I don't feel physically or emotionally safe. I will follow all safety guidelines given by staff. I will not use equipment without proper supervision.

I represent that I am fully capable of participating in this activity, without causing harm to others or myself. Therefore, I, and my parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I, and my parent(s) or guardian, if I am a minor, have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and all members of my family.

By initialing, you and your representatives understand and agree to the above acknowledgment in its entirety.

Initial: _____

BREVARD COLLEGE
In addition to Acknowledgement of Risks: Agreement of Release

Please read the following carefully and request any necessary clarification:

I have read and I understand the Acknowledgment of Risks agreement, attached, and I confirm its representation and agree to all its provisions as though they were fully set forth again, here.

Except with respect to an injury or loss that occurs on public lands whose rules and regulations prohibit my doing so, I acknowledge and assume all risks of the program, known and unknown, inherent or otherwise. In addition, I release, discharge, and agree to defend and indemnify the Brevard College, its agents, employees, trustees, officers, contractors and all other persons or entities associated with it (collectively referred to as "BC") from all claims and liability for any loss or damage, including damages caused by negligence. I also agree to protect and indemnify BC from claims of loss or injury to persons attempting to rescue me. I understand that in signing this document I surrender my right to make a claim or file a lawsuit against BC for personal injury or property damage, wrongful death, or otherwise.

I further agree that if I have any legal dispute with BC which cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the list of names recognized by North Carolina courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, I agree to submit the dispute to binding arbitration through the American Arbitration Association in North Carolina. I also agree that I will pay all costs and attorney's fees incurred by BC in defending a claim or suit, if the claim or suit is withdrawn by me or to the extent a court or arbitration determines that BC is not responsible for the injury or loss.

If any portion of this agreement is found by a court or other authority to be invalid, I agree that the remainder of the agreement nevertheless will be in full force and effect.

(Caution: Please read the above and ask for any necessary clarification before initialing.)

The parent(s) or guardian must initial below if the student is under 18 years of age. In consideration of BC allowing the student to participate in the program, the undersigned parent(s) or guardian agree to release BC from any claim the parents(s) or guardian may have because of injury or loss suffered by the student, including injury or loss claimed to be caused by the negligence of BC. In addition, the parents(s) or guardian agree to protect and indemnify BC from any claim and related expenses and fees, brought at any time by the student or by anyone on the student's behalf, or by any member of the student's family, or by another participant, arising out of the student's enrollment or participation in the activity. This indemnity includes claims of BC negligence.

By signing, you and your representatives understand and agree to the above acknowledgment in its entirety.

Participant Name:

Participant Signature:

Address

Date:

Parent/Guardian Name (if under 18):

Signature:

Lead Instructor Signature:

Date:

Grey area to be used by office personnel only