

BREVARD COLLEGE

WILDERNESS LEADERSHIP & EXPERIENTIAL EDUCATION

ACKNOWLEDGMENT OF RISKS

PRINT NAME: _____

FOR WLEE COURSES DURING: _____ SEMESTER of _____ YEAR

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:

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.

- BC courses live, camp and travel out of doors, where they are subject to numerous risks, environmental and otherwise. Activities vary from course to course, and including hiking and backpacking, mountaineering, rock climbing, bouldering, caving, mountain biking, whitewater and sea kayaking, rafting, canoeing, skiing, fishing, swimming, camping, and outdoor cooking.
- BC courses can occur in remote places, many days from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed and may be tremendously complicated.
- Meals are prepared over gas stoves and open fires. Water often requires disinfection/treatment before use. Camping risks and hazards include burns, cuts, diarrhea and flu-like illness, and falling timber.
- Travel is by vehicle, raft, canoe, kayak and other boats, aircraft, train, skis, and on foot and by other means, over rugged unpredictable trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, slippery rocks, ocean tides and currents, waves and reefs. Attendant risks include collision, falling, capsizing, drowning and others usually associated with such travel, as well as other environmental risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rocks; lightning, avalanches, flash floods, and unpredictable forces of nature, including weather which may change to extreme conditions with very little notice. Possible injuries and illnesses include hypothermia, frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other conditions which may be either mild or serious.
- Decisions are made by the instructors and students in a wilderness setting; based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. On some courses, small groups of students may travel for up to several days without instructors. Throughout the course and during transport to and from activity sites, students are responsible for their own safety and for the safety of other members of their course.
- BC courses in foreign countries may be exposed to animals, diseases and infections not common to the United States; in addition, these countries may be subject to dangerous road travel, political unrest, riots, demonstrations, thievery and other such incidents.

I am aware that BC Wilderness Leadership and Experiential Education courses and programs include risks of injury or death to myself or to others in my group. 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 acknowledge that I have the choice to change majors or take other courses or to discuss other options for participation with my instructor, which further clarifies the fact that I enter these activities voluntarily.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of BC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I possess at least the following qualifications, which are prerequisites to my participation in this activity:

- I have read and understood the following: BC course catalog descriptions, the course syllabus, which includes course goals and objectives, safety information and physical conditioning information.
- I have verified with my physician and other medical professionals that I have no past or current physical or psychological condition that might affect my participation in the course, other than as described on the Medical Form. I authorize BC to obtain or provide emergency hospitalization, surgical or other medical care for me.
- I agree that this Acknowledgment of Risks and all other aspects of my relationship with BC, contractual or otherwise are governed by the laws of the State of North Carolina, but not its "conflict of law ruled" which might make applicable the laws of another jurisdiction. Further, any suit, mediation, or arbitration arising out of or relating to my enrollment or participation in this course or, any other dispute with BC must be filed or entered into only in the State of North Carolina.

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.

SIGNATURE: _____ **DATE:** _____

If the student is under 18, I am signing as parent or guardian to reflect my agreement to indemnify (that is, protect by payment or reimbursement) BC from any claim which may be brought by or on behalf of the student, or any member of the student's family, for injury or loss resulting from those inherent risks of the course, described and not described above, and from the negligence of the student:

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____