

The College of William and Mary Outdoor Recreation Program  
**Participant Information and Waiver of Liability**

Participant Name \_\_\_\_\_ 930. or S.S. # \_\_\_\_\_

Local Address \_\_\_\_\_

Local Phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_ Address \_\_\_\_\_

**IMPORTANT: THIS WAIVER OF LIABILITY IS A LEGAL BINDING DOCUMENT**

It is important that you realize that the activity you are planning on participating in is not free of risks. Outdoor activities can cause injury, impairment, or even death. It is the mission of this document, as well as any other that you will be asked to read and sign, to educate you on the hazards that you may encounter and expect during your participation.

I, the undersigned, have made arrangement with The College of William and Mary's Campus Recreation Tribe Adventure Program for participation/travel in \_\_\_\_\_ on the following date(s) \_\_\_\_\_.

I agree to pay all the costs or damages for any injuries or damages I may receive due to my participation in the activity stated above. Further, I agree to compensate the Common Wealth of (here after referred to as Releasees), their agents, and employees for all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the activity stated above.

In exchange for being permitted to participate, I release and promise not to sue the Commonwealth of Virginia, the College, its agents or employees, from and for any injury (including sickness or death) to me, or damage or loss to my property, arising out of my participation in this program, no matter the cause. I understand that the only exception to the preceding sentence is if injury, loss or damage is due to intentional misconduct by the employees or agents of the Commonwealth of Virginia.

I agree the site of any lawsuit and the law governing any such lawsuit shall be Virginia and governed by Virginia law. The terms of this agreement shall continue and be in effect after the adventure trip has ended.

Under the principle of liquidated damages, I hereby agree that if the RELEASEES are forced to defend, and are successful, any action, lawsuit or litigation brought by myself, my executors, or my heirs, on my family's behalf or my own, my heirs or executors and I agree to pay the RELEASEES' court costs and attorney fees.

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. A copy of this or any other document signed by me or my guardian is as good as the original.

I have adequate health, disability, and life insurance.

I authorize and release to the RELEASEES the use of my image in any photograph, video recording, or web page sponsored by the RELEASEES.

**I give permission to be transported to a medical facility and authorize the physician selected by the Adventure Program Staff to hospitalize, secure proper treatment, order injection, anesthesia, or surgery for me.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian Signature  
if under 18 years of age

\_\_\_\_\_  
Date