

Scripps Orientation Activity Retreat 2017
Assumption of Risk, Waiver of Liability and Indemnification Agreement

Scripps Orientation Activity Retreat (hereafter referred to as “SOAR”) is a program in which all incoming Scripps Students may participate during New Student Orientation. Students will engage with each other in a variety of activities to promote and enhance community.

These activities may include one or more of the following elements: outdoor activities, team building activities, arts and cultural activities. Activities may include but are not limited to: hiking, kayaking, paddle-boarding, rock climbing, swimming at the beach, challenge course activities, amusement park rides and games, and cultural and intellectual activities. All activities will be geared toward the novice participant. The advantages of participation in such activities include: creating interpersonal bonds with classmates, building community, and connecting as a class. Participation in SOAR is contingent upon your understanding and agreement to the following terms:

Assumption of Inherent Risk: I understand that various inherent risks of participation in SOAR include, but are not limited to minor injuries such as muscle soreness, cramps, bruises, strains and sprains, as well as serious injuries and conditions such as dehydration, heat exhaustion, heat stroke, difficulty breathing, broken bones, torn ligaments or tendons, illness, stroke, heart attack and death. Additionally, I understand there are environmental risks and hazards which may include deep and cold water, insects, snakes, animals, and unpredictable forces of nature such as inclement weather. Further, I understand that it is my personal decision to go into the water and how far out to go on any of the beach trips and that my decision should be based on all of the information available to the beach-going public; including warnings about the presence of sharks, rip tides, currents, and etc. I understand that I am responsible for loss or damage to my personal property that may occur as a result of my participation in SOAR.

I understand that participation in SOAR may require me to be transported in motor vehicles contracted or operated by Scripps College, students, personnel, or independent contractors. I understand the inherent risks associated with transportation in motor vehicles.

I understand the inherent risks associated with SOAR are serious and may occur despite the care taken by Scripps and its employees. I have read the previous paragraphs and (1) I understand the nature of activities; (2) I understand the demands of the activities; and (3) I understand the potential injuries that may result from my participation in SOAR activities. I hereby assert that my participation in SOAR is voluntary and that I knowingly assume all of the inherent risks of the activities. I also understand that I am welcome to omit an activity, and may stop participation in an activity at any time.

Waiver of Liability: This Waiver of Liability applies to personal injury, illness, and death from incidents arising from participation in SOAR activities on the Scripps campus or the greater Los Angeles area. I understand that some activities may occur in remote locations, locations open to the public, and locations where communication and transportation may be difficult and medical care may be delayed.

I, on behalf of myself, my spouse, my heirs, personal representatives, or assigns, do hereby release, waive and discharge Scripps College, including its officers, employees, students, and agents (collectively “the Scripps releases”) from any and all claims resulting from the inherent risks associated with SOAR activities or from negligence of the Scripps releases. I also expressly release the Scripps releases from negligence associated with rendering, or failing to render, any type of emergency or medical services. I understand that Scripps College may utilize the services of independent contractors for certain tasks including, but not limited to, transportation and food service. I understand that Scripps College does not supervise such contractors. I hereby release the Scripps releases from negligence with respect to the selection or of such contractors.

Indemnification: I agree to hold harmless, defend, and indemnify Scripps College, its officers, employees, and agents (that is, defend and pay any judgment and costs, including investigation costs and attorney fees) from any and all claims of mine, my spouse, family members, or others arising from my injury or loss due to my participation in SOAR arising from inherent risks or negligence and against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in SOAR.

Covenant not to Sue, Venue and Severability: I covenant not to sue Scripps College, its officers, employees, or agents for any present or future negligence claim arising directly or indirectly from my participation in SOAR. If, in spite of this contract, legal action for negligence is brought, I agree that any suit or action, including any action to interpret or adjudicate this Agreement, will be adjudicated under the laws of the State of California, and will be brought in the appropriate court in Los Angeles County in the State of California. I understand and agree that this Agreement (including the Assumption of Inherent Risk, Waiver of Liability, Indemnification, and Covenant not to Sue) is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, the other parts of the Agreement shall continue to have full legal force and effect.

Acknowledgements, Assertions, and Agreements:

Regarding My Health Status – I have disclosed my health history *in full*, especially with respect to conditions such as asthma, diabetes, allergy, anaphylaxis, epilepsy, heart disease, and high blood pressure. I further assert that I do not have any undisclosed known medical problems that would contraindicate my participation in SOAR.

Emergency Care – I authorize and agree to allow Scripps College, its officers, employees, and agents to administer emergency first aid, CPR, and use an AED when deemed necessary; secure emergency medical care or transportation (i.e., EMS) when deemed necessary; share my medical history with emergency medical personnel when deemed necessary; and assume all costs of emergency medical care and transportation.

Code of Conduct, Rules and Safety Equipment – I agree to abide by the rules established by Scripps College, including the Scripps College Code of Conduct, and any rules established by Scripps College’s contracted vendors. Additionally, I agree to abide by the instructions of Scripps College, its officers, employees, and agents, and to abide by any action they deem necessary in the event of misbehavior on my part. I agree to inform Scripps College or its representatives immediately if I become aware of participant conduct or equipment condition that presents a

danger to others or me. I agree to wear any required equipment at all times while participating in SOAR activities. I agree to terminate my participation in any SOAR activity if a Scripps College representative judges that I am incapable of safely meeting the rigors of the activity. I accept Scripps College's right to take such actions for the safety of myself and other participants.

Acknowledgement of Understanding: *I have read this Participant Agreement, including the Assumption of Inherent Risk, Waiver of Liability, Indemnification Agreement, and Covenant not to Sue and fully understand the terms set forth. I understand that I am giving up substantial rights, including my right to sue Scripps College, its officers, employees, and agents for injuries, illness, loss or death resulting from inherent risks or negligence arising from my participation in SOAR. I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability for negligence to the greatest extent allowed by the laws of the State of California.*

If 18 or older:

Printed Name of Participant

Signature of Participant

Date

If under 18, this Agreement must be signed by parent or legal guardian: If signing this release on behalf of my minor child, I agree and understand that I will be giving up rights for the minor as if I had signed it on my own behalf.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date