PARTICIPANT AGREEMENT AND RELEASE

I desire to voluntarily participate in the Challenge Course programming and activities at the Loyola University of Chicago (“Loyola”) Retreat & Ecology Campus (“LUREC”) in Woodstock, Illinois on _________________ pursuant to the terms of this Agreement.

Initial below to indicate that you have read, understood, and agree to the section following your initials.
For participants under the age of 18, both the participant and the parent/guardian should agree to each section.

Disclosures

/ I understand that Challenge Course programming uses a variety of activities, including stretching, warm-ups, active games, team-building initiatives and low and high elements/obstacles to elicit experiential learning, personal and group responsibility, relationship building, communication and problem-solving and that some of these activities can be physically and/or emotionally demanding.

/ I understand and acknowledge that each of the activities will be presented upon a “Choose Your Challenge” framework, which means that each participant chooses the level of participation he or she will give to each activity and has the right and responsibility to limit his or her participation in any activity if he or she has safety or other concerns. I understand that if I choose to physically participate in any of the activities, I voluntarily assume all risks associated with such participation.

/ I understand and acknowledge that participating in the Challenge Course programming and activities carries certain inherent dangers and hazards which cannot be totally eliminated, which could result in serious bodily injury, including permanent disability, paralysis or death. I further understand that those risks may include, but are not limited to, inclement weather; loss or damage to personal property; personal injury or accidents resulting from climbing, running, swinging, jumping, increased heart or breath rates or other types of outdoor activities or physical exertion; stinging insects or other unforeseeable acts of nature; physical contact with others; and the emotional effects of being in perceived risk.

/ I understand that while participating in the Challenge Course programming and activities, I must follow the instructions and directions, whether oral or written, provided by Loyola personnel, facilitators or volunteers and that I must abide by the policies of Loyola. I also understand and acknowledge that participants who fail to follow such instructions, directions or policies may be asked to end their participation in the Challenge Course program.

/ I agree to act in a responsible and safe manner while participating within all elements and activities and that I will use each element/equipment for its intended purpose only as outlined by Loyola personnel, facilitators or volunteers. I am also aware that misuse of the elements/equipment could endanger myself and/or others. I understand and acknowledge that participants who do not use the elements/equipment for their intended purpose may be asked to end their participation in the Challenge Course program.

/ I state that I am not under the influence of alcohol or consciousness-altering drugs, whether obtained or taken legally or not, and acknowledge that I will not use or be under the influence of any such substance while participating in the Challenge Course programming and activities. I understand that participating in Challenge Course activities while under the influence of such substances could endanger myself and/or others and that participants who fail to abide by this rule will be asked to end their participation in the Challenge Course program.

General Release

/ I am aware that by signing this Agreement and participating in the Challenge Course programming and activities, I am waiving and releasing all claims arising out of such participation.
In consideration for my voluntary participation in the Challenge Course programming and activities, including but not limited to the use of Loyola facilities and equipment,

(i) I hereby assume all risks of injury which may result from my participation in the Challenge Course programming and activities; and

(ii) I agree to waive, indemnify, hold harmless, release and discharge Loyola, its affiliates and subsidiaries, and their respective trustees, officers, employees, representatives, agents, volunteers, successors and assigns (“Releasees”) from any and all actions, causes of action, suits, claims, damages and expenses whatsoever for any injury, loss, damage, accident, inconvenience, or expense, present or future, relating to or arising from my voluntary participation in any Challenge Course programming or activities. It is my express intent that this Agreement and Release shall bind the members of my family and any of my heirs, assigns, or personal representatives and shall be governed by the laws of the State of Illinois.

Photo Release

I authorize Releasees to record my participation and/or appearance in any Challenge Course programming and activities on video tape, audio tape, film, photograph or any other medium and to use such recordings, and my name and voice in all mediums, including but not limited to, magazines, newspapers, periodicals, radio, television, the World Wide Web, other news and educational media, and all means of communication now and in the future. I waive and release Releasees from any claim, action, suit or damage whatsoever by reason of anything contained in the recording or in connection with or arising out of the use, reuse, duplication, distribution, broadcast, publication, republication, and marketing of the recording.

I certify that I have read, understood, and intend to be bound by the foregoing and am participating in Loyola University of Chicago Office of Outdoor Experiential Education Challenge Course programming and activities of my own free will. I agree to retain the right and responsibility to choose and direct my own level of participation.

____________________________________  ______________________________
Printed Name        Date

____________________________________ (minors must sign)
Signature

Parent/Guardian Agreement and Release

(For Challenge Course Participants under 18 Years of Age)

The undersigned is the parent or legal guardian of the above participant in the Loyola University of Chicago Outdoor Experiential Education Challenge Course activities. I am over the age of 18, have read and understood this Participant Agreement and Release, and am voluntarily allowing the participant to participate in Challenge Course programming and activities. On behalf of the participant, I am assuming all risks associated with the participant’s participation in the Challenge Course programming and activities and agree to be bound by the terms of this Participant Agreement and Release.

____________________________________  ______________________________
Printed Name        Date

______________________________      _______________________________
Signature      Relationship to Participant

Participation in the Loyola Challenge Course programming and activities is completely voluntary. Individuals participate at their own risk and assume responsibility for their own health, safety and medical expenses. Loyola University of Chicago is not liable for injuries sustained during participation in any Challenge Course activity. It is strongly recommended that all participants consult a physician and/or have a physical exam prior to participation. Loyola University of Chicago does not provide personal accident/health insurance to participants.