

# UNCG Outdoor Adventures – Department of Recreation & Wellness

## Policies Acknowledgment & Agreement

This document must be read and signed by a participant and, in the event that the participant is under the age of 18, by participant's parent or legal guardian. If you have any questions regarding the legal consequences of signing this agreement you should consult an attorney. You, the participant, must complete a new form should any of the below information change. This agreement expires when a new academic year has begun, and only applies to the activities listed below.

Participant Name (PRINT): \_\_\_\_\_ Student ID: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ UNCG Email: \_\_\_\_\_

**READ and INITIAL each statement. If participant is under the age of 18 each statement must be initialed by a parent or legal guardian.**

\_\_\_\_\_ **ELIGIBILITY:** Current UNCG students, faculty, staff, and Kaplan Center members are eligible to participate in Outdoor Adventure trips and events. At the time of registration, participants must possess their UNCG ID card and complete all trip registration paperwork. Eligible participants under 18 years of age must have their registration paperwork signed by their parent or legal guardian before being eligible to register. With the exception of overnight trips, guests of eligible participants are permitted; limit one (1) per trip. Guest paperwork and payment must be completed and submitted at time of registration. Guests must be 18 years of age or older to participate.

\_\_\_\_\_ **PREREQUISITES & PRE-TRIP MEETINGS:** Participants are required to meet all trip prerequisites and departure time requirements to participate. In addition, each participant must attend all mandatory pre-trip meetings for each trip registered. If these requirements are not met by the time of trip departure, participation and funds paid will be forfeited. If you are unsure of your eligibility you should inform an Outdoor Adventures staff member immediately for clarification.

\_\_\_\_\_ **COSTS:** Trip costs generally cover the following expenses: transportation, meals (depending on the trip), camping or other accommodation fees, instruction, and some equipment. Any costs not covered will be explained at registration or at the pre-trip meeting. Cash, check, Visa and MasterCard are all acceptable methods of payment..

\_\_\_\_\_ **CANCELLATION & REFUNDS:** It is the participant's responsibility to understand the cancellation and refund policy for the trip(s) they are registering for. Cancellations must be made **10 BUSINESS DAYS prior trip departure date** to receive a refund minus a \$15 cancellation fee. Funds may be transferred to another trip if cancelled 10 business days prior to your trip departure date and the cancellation fee will be waived. Cancellations that occur within 10 business days of trip departure will receive NO REFUND regardless of the circumstances. 100% refunds will be provided if Outdoor Adventures cancels the trip for any reason. Some trips may have an earlier final payment & different cancellation policy which will be explained at time of registration. Refund requests can only be processed during hours of operation. Selling a spot for a trip you cannot attend is not permitted. In addition, Outdoor Adventures does not issue credit for trips not attended.

\_\_\_\_\_ **MANAGEMENT OF TRIP:** Outdoor Adventures and UNCG reserve the right to cancel any trip before departure or shorten any trip after departure due to safety consideration or other factors. In addition, Outdoor Adventures and UNCG reserve the right to change the itinerary of the trip for reasons that include, but are not limited to: weather, group experience, emergencies, and safety considerations. Outdoor Adventures and UNCG reserve the right to send home early any participant who cannot withstand the rigors of the trip, who violates any UNCG policy or law, who is deemed to be a danger to him/herself or others, or who requires medical attention during the trip and is deemed ineligible to continue participation. NO REFUND will be provided for early departures. Accommodations and transportation back to campus will be at the expense of the participant.

\_\_\_\_\_ **ALCOHOL, DRUGS, TOBACCO:** As part of our mission to provide healthy and safe outdoor recreation experiences, alcohol and illegal drugs are PROHIBITED. Consumption and/or possession of alcohol or illegal drugs while attending an Outdoor Adventures trip or event will be handled through the appropriate UNCG authorities. If you carry personal medications you must indicate this on your Health Statement and keep them in your possession while on the trip. We encourage participants to refrain from use of tobacco products during the trip. If you do use tobacco products all related trash must be properly disposed of to protect the sensitive areas we travel.

\_\_\_\_\_ **HARRASSMENT & DISCRIMINATION:** No harassment of any kind will be tolerated by participants or staff during any Outdoor Adventure trip or event. It is your responsibility to report any misconduct to the staff or administration of Outdoor Adventures immediately. All reports of harassment or discrimination will be handled through the appropriate UNCG authorities. Outdoor Adventures strives to be sensitive and supportive of cultural and individual differences—specifically those differences due to age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, and socioeconomic status. We encourage respect and appreciation for the diversity of all participants and staff and we expect you will do the same while participating in our programs.

\_\_\_\_\_ **EQUIPMENT USE:** Participants are responsible for equipment issued to them. Participants will be assessed and charged for any lost or damaged equipment. If damaged or lost equipment is not paid for within 1 week of assessment a student's account will be billed through the Cashiers Office; Faculty/Staff payroll will be deducted; Kaplan Center member's membership will be suspended; and sponsors of guests will be responsible for any fees not paid by their guest.

\_\_\_\_\_ **PHOTO RELEASE:** I hereby irrevocably consent to the unrestricted use by UNCG or its advertisers, customers, agents, successors and assigns, of my, and/or my child or ward's, name, portrait, picture, and video engaging in the Activity for advertising or purpose of trade. I voluntarily waive the right to inspect or approve such completed portraits, pictures, videos or advertising matter used in connection therewith.

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## Acknowledgement and Assumption of Risk

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The trip, and all associated activities, are referred to as “Trip,” “The Trip,” “The Activity,” and/or “Activities.” This document must be read and signed by a participant and, in the event that the participant is under the age of 18, by participant’s parent or legal guardian.

I acknowledge that participation in UNCG Outdoor Adventures activities presents known and unanticipated risks inherent in outdoor activities. UNCG Outdoor Adventures staff members strive to manage these risks, but many risks are beyond their control. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. Some of the inherent dangers and risks that may be present or occur, include, but are not limited to, the following:

**Land activities:** such as traveling through mountainous and/or wilderness back-country terrain; traveling through cave passages; climbing or descending rock faces; skiing or snowboarding on snow; or other land based activities. Hazards include, but are not limited to: equipment malfunction, defects, and improper use of equipment; exposure to the forces of weather and/or nature; slipping, tripping, falling, serious or minor bodily injury, and **death**.

**Water activities:** such as whitewater kayaking and rafting, sea and flat-water kayaking and canoeing, stand up paddleboarding, canoeing, and other water activities. Hazards include, but are not limited to: equipment malfunction, defects, and improper use of equipment; paddling turbulent or calm waters; exposure to the forces of weather and/or nature; drowning, foot entrapment, capsizing, changing water levels, and **death**.

I voluntarily consent to participate in the above-mentioned activities offered by UNCG Outdoor Adventures. I have the necessary skills to participate in the activities and am fully capable of participating in the activities without causing harm to myself or others. I have had the opportunity to review the activities and I have no questions regarding the nature of the activities in which I intend to participate or I have contacted UNCG staff to clarify any questions which I may have regarding the nature of the activities in which I intend to participate. I understand and am aware that there are a variety of risks and dangers inherent to said activities. These include, but are not limited to, loss or damage to equipment, personal injury, illness, temporary or permanent physical or emotional trauma, or **death**. I understand that I may be injured while participating due to my own actions, the actions of others, or because of “forces of nature.” I give my permission to UNCG staff to transport me in connection with said activities in motor vehicles, including passenger vans and buses, and I affirm my understanding that such transportation may create additional risks and I hereby voluntarily assume any and all such risks. I expressly agree and promise to accept and assume all of the risks existing in the activities. I further agree to abide by all local, federal, and state laws, and by all policies and procedures of UNCG Outdoor Adventures.

I acknowledge and understand that it is my responsibility to decline, reduce, or stop participation in the event of illness, injury, or other medical condition. I understand that the staff may reduce or stop my participation when they determine that doing so is in the best interest of my safety or to aid in the well-being of other participants, and I acknowledge and understand that UNCG staff members possess the authority to make said determination. I acknowledge and understand that UNCG is self-insured and will not provide insurance. I understand that it is my responsibility to maintain insurance, prior to my participation, to cover any injury or damage I may cause or suffer while participating in above mentioned activities, or else I agree to bear the costs of such injury or damage myself. I agree to carry my personal insurance card with me during the duration of the activities. I further certify that I have no medical or physical conditions that could interfere with my safety, or the safety of any other participant in the activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition. UNCG Outdoor Adventures trips may occur in remote areas, several hours or days away from any medical facility or where communication, transportation, or evacuation is subject to delay. I authorize UNCG staff to obtain or provide emergency hospitalization, evacuation, surgical or other medical care for me as necessary in the discretion of the UNCG staff. I agree to bear the costs of any such medical care and the costs that may arise from early departure from the activities. If I require accommodations in order to participate in the activities, I will contact UNCG Office of Accessibility Resources & Services no later than 21 days prior to departure to determine what, if any, accommodations can/will be provided.

### Waiver, Release and Indemnification

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In consideration of all of the notices contained herein, it is my express desire to participate in UNCG Outdoor Adventures programming at my own risk. In consideration of my participation in the above mentioned activities, I hereby voluntarily release, hold harmless, indemnify and forever discharge UNCG and its trustees, officers, agents, employees, representatives, executors, and successors of all of the above, on behalf of myself and my successors and assigns, from any and all liability for injuries or damages I may incur or cause in connection with or arising out of my participation in UNCG Outdoor Adventures programming. By signing below, I acknowledge that I have read and understand this document in its entirety and hereby voluntarily consent to all of its provisions. I certify that I have read and understand this document and agree to be bound by its terms. I fully understand that I may be giving up legal rights and/or remedies to which I may otherwise be entitled. I understand and agree that this agreement will be construed and governed by North Carolina law and any dispute hereunder shall be resolved in a court of competent jurisdiction in Guilford County, North Carolina.

**I have had sufficient opportunity to read this entire document. I have read and have understood it. By signing below, I agree to be bound by its terms. I hereby warrant that I am 18 years of age or older or the parent or guardian of the minor with the legal authority to execute this consent.**

Signature of PARTICIPANT: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of LEGAL GUARDIAN: \_\_\_\_\_ Date: \_\_\_\_\_  
**(Participant under age 18)**