KENT STATE
UNIVERSITY

Make copies for participants.

**RELEASE OF LIABILITY**

(Please complete and turn in by day of program)

I understand, agree and appreciate that Kent State University, Department of Recreational Services, TLC programs involve a variety of activities that often include warm-ups, games, group initiatives, trust falls, low and high challenge course elements, climbing challenges, and other rigorous physical activities. The Challenge Course is a series of cables, ropes, obstacles and/or wooden boards stretched between or attached to trees or other support systems, which provide different challenges for the participant in the form of low and high elements. Many of these activities require the use of props such as logs, wooden boards, ropes and blocks. I voluntarily and freely agree to engage in these activities. The degree and extent of participation remains my choice, based on what I can comfortably and willingly risk. I understand that a philosophy of "Challenge By Choice" has been adopted by the Department of Recreational Services TLC program to insure my complete control of my own level of participation. However, it is up to me to inform the group of my choice, and tell the group if I perceive pressure to participate. Yet there is a risk, both known and unknown, which must be assumed by me, that I may suffer serious emotional or physical injury or disability, or even death.

It is herewith acknowledged and agreed that by my participation in the TLC programs, administered and run by Kent State University, Department of Recreational Services at its Student Recreation and Wellness Center facility or other agreed upon facility deemed appropriate for said use that I understand that such activity is inherently dangerous regardless of safety precautions to reduce the risk, and that I HAVE VOLUNTARILY AND KNOWINGLY ASSUMED ANY AND ALL RISKS, both known and unknown, including that I may suffer serious emotional or physical injury or disability, or even death, as a result thereof, and that I assume full responsibility for my participation. In the event that I observe any unusual or significant hazards during my presence or participation, I will immediately notify the nearest official and remove myself from participation in this activity.

In accordance therewith, in consideration of my participation in the Kent State University, Department of Recreational Services, TLC programs, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby RELEASE AND HOLD HARMLESS Kent State University, its agents, officers, employees, participants, volunteers, and all other persons or entities acting in any capacity on its behalf, used to conduct the event (hereafter referred to collectively as the "Releasees"), with respect to any and all injury, disability, death and/or loss or damage to person or property, including if such injury or damage is due to the negligence of KSU and its employees. Should Kent State University, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold such harmless for all fees and costs. I certify that I have adequate insurance to cover any injury or damage that mI may cause to suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am in good health, and I have no medical or physical conditions that could interfere with my safety in this activity, 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.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, WHEREIN I HAVE ALSO ASSUMED THE RISK OF MY PARTICIPATION IN THIS PROGRAM, FULLY UNDERSTANDING ITS TERMS, AND UNDERSTANDING THAT BY VIRTUE THEROF I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND DO HEREWITH SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

_____

Participants Signature Print Name Date

**FOR PARTICIPANTS OF MINOR AGE**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do herewith consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Kent State University, Department of Recreational Services, TLC programs.

_____

Parent/Guardian Signature Print Name Date

Home Phone Number: _____ Emergency Telephone Number: _____

**Department of Recreational Services**

P.O. Box 5190 ● Kent, Ohio 44242-0001

330-672-4REC ● Fax: 330-672-4272 ● www.recservices.kent.edu