Please fill out this form and return both sides to: College Outdoors 0615 SW Palatine Hill Rd MSC 188 Portland OR 97219
or fax it to 503-768-7876

LEWIS & CLARK COLLEGE ("Lewis & Clark") NEW STUDENT TRIPS
COLLEGE OUTDOORS AND OFFICE OF STUDENT LEADERSHIP AND SERVICE PROGRAMS

Acknowledgment and Assumption of Risks and Agreements of Release and Indemnity

This document has legal significance. By signing it you give up certain legal rights. Please read it carefully. If you are under eighteen (18) years of age, a parent or guardian must join you in signing below to reflect agreement to the terms and conditions of this document.

Lewis & Clark College Outdoors Program and the Office of Student Leadership and Service Program (together, "Programs") offer members of the Lewis & Clark community and their guests the opportunity to participate in educational and recreational trips and other activities, including service projects (together sometimes referred to below as "trips"). Participants apply and pay a non-refundable fee to participate. Some trips may be taken for credit but none are required for graduation.

A trip may be canceled because of weather and other conditions, in which event another trip may be substituted for the one that was originally planned. Some substitutions may occur even shortly before the scheduled departure. A participant need not go on an alternate trip. Please read carefully and make inquiries about the description of trips and activities provided by the Programs so you will be aware of possible alternate experiences.

All Programs' trips, whether wilderness or urban, and including those involving only a moderate degree of physical activity, can result in serious personal injury or even death. Some of the hazards and risks associated with Programs' trips are described in a document titled "Descriptions of Trips--and Risks." The list of hazards is not complete, but you should study the list carefully. Do not participate in any trip or other activity unless you are willing to assume its risks, whether or not described on the list. **By signing this document below you acknowledge and assume all risks - those listed and otherwise.**

I, _____, apply to participate in _____ on _____, 20__
Print Your Name *Identify Trip/Location* *Date(s) of Trip*

In consideration of the acceptance of my application by Lewis & Clark and the Programs for the trip identified above and any alternate chosen by me, I, joined by my parent or guardian if I am under eighteen (18) years of age, acknowledge, understand and agree as follows:

Acknowledgment and Assumption of Risks

I have carefully studied and understand the descriptions of the trips and activities of the Programs, including the one for which I have applied. I have had an opportunity to ask questions regarding these activities and risks.

I understand that the activities may be dangerous and that my participation may result in property loss, personal injury and, in extreme cases, even death.

I understand that Lewis & Clark will from time to time and for certain activities use the services of independent contractors, including airport shuttles and bus charter services. Lewis & Clark cannot and will not be held responsible for the conduct or quality of performance of these independent contractors.

I understand further that the staff of Lewis & Clark and the Programs includes volunteers who are not professional guides, instructors, or outfitters, and that in all activities related to the trip I will be responsible for my own conduct and for any loss that I suffer or cause to others, regardless of the presence of staff members and any role of leadership which they may assume.

The activities include risks which cannot be eliminated without destroying the unique character of the activities. I understand that there may be risks associated with the activities which are in addition to those which have been described to me. I nevertheless expressly acknowledge and assume the inherent risks identified in the "Descriptions of Trips--and Risks" document and those inherent risks not specifically identified. My participation in the activities is strictly voluntary, no one is forcing me to participate, and I elect to participate in spite of and with the knowledge of the inherent risks.

Understanding the activities and their risks and the above described experience of the staff, I nevertheless choose to participate and expressly assume all inherent risks and hazards of such participation, whether described in written materials furnished to me or otherwise, and whether they are known or unknown to me and I accept full responsibility for any loss which I may cause or suffer by reason of such participation.

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Additional Assumption of Risks and Agreements of Release and Indemnity

Managing agencies of certain federal lands do not allow permitees such as Lewis & Clark to be released by their participants from liability for injuries or other losses occurring on those lands. On those lands, Lewis & Clark is limited to the Acknowledgment and Assumption of Risks, set forth above. Your travel or activities may occur off these public lands, and Lewis & Clark therefore seeks your agreement to the following additional protection for such travel and activities:

In consideration of the services of Lewis & Clark, I (together with my parents or guardian if I am under eighteen (18) years of age) acknowledge that I have read and understand the Acknowledgment and Assumption of Risks above and I acknowledge and agree to all its provisions as though they were fully set forth again here. In addition, except with respect to an injury or loss that occurs on public lands whose rules or regulations prohibit my doing so, I acknowledge and expressly assume all risks of the activities and any other activity of Lewis & Clark, whether they are known, unknown, inherent, or otherwise.

As an adult participant or the parent or guardian of a minor participant, I agree to the fullest extent allowed by law for myself and on behalf of the minor participant, if any, as follows:

1. I release Lewis & Clark, the Programs, and the trustees, employees, agents, directors, and officers of either, and all other persons associated with either including volunteers and independent contractors (the "Released Parties") from any and all claims which I, the minor participant, or our respective estates or families may have for any loss (including personal injury, property damage, death, or otherwise) arising in whole or in part or in any way related to my (or the minor's) participation in an activity of Lewis & Clark and/or the Programs.
2. I further agree to indemnify (that is, defend and protect by payment or reimbursement including attorney's fees and costs) each Released Party from any claim or loss brought by the minor participant, a co-participant, a rescuer, or any other person including a member of my (or the minor's) family, who may assert a loss associated with my (or the minor's) enrollment or participation in the named activities.

THE RELEASE AND INDEMNITIES DESCRIBED ABOVE INCLUDE CLAIMS ARISING IN WHOLE OR IN PART FROM NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES OR ANY OF THEM, BUT DO NOT INCLUDE GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL ACTS.

The release and indemnities described above also include, but are not limited to, any claim arising out of, or in any way related to transportation to and from an activity of Lewis & Clark or the Programs, or the use of Lewis & Clark's equipment.

Any dispute between the parties to this agreement shall be governed by the substantive laws of the State of Oregon, but not including laws which might apply the laws of another jurisdiction, and any suit shall occur or be filed only in Multnomah County, Oregon.

Costs incurred by Lewis & Clark in investigating or defending a claim, including attorney's fees, shall be reimbursed by the claimant if and to the extent the claim is withdrawn or a court or mediator or other appropriate authority determines that Lewis & Clark is not responsible for the claim or loss.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This agreement is entered into voluntarily, after careful reading and consideration, and is binding upon me, my heirs, executors, administrators, the minor participant and/or other family members.

THE PARTICIPANT HAS READ THIS PAGE, THE PREVIOUS PAGE, AND THE "DESCRIPTIONS OF TRIPS--AND RISKS" FORM AND UNDERSTANDS AND AGREES TO THE ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AGREEMENT OF RELEASE AND INDEMNITY, AND THE ADDITIONAL PROVISIONS ABOVE.

_____ _____ _____, 20__

PARTICIPANT DATE OF BIRTH DATE

A parent or guardian must sign below if the participant is under eighteen (18) years of age to reflect their understanding and agreement for themselves and on behalf of the minor participant to all the provisions of this document including, though not exclusively, their agreements to release and indemnify the Released Parties.

_____ DATE:_____, 20__

PARENT OR GUARDIAN

LEWIS & CLARK COLLEGE

DESCRIPTIONS OF TRIPS--AND RISKS

(This is not a complete list. These are not all of the trips and not all the risks associated with them.)

Description of Trips On Land

- ***Backpacking:*** Traveling by foot with all food, shelter, and equipment for trip carried in a pack on your back.
- ***Bicycling:*** Traveling by bicycle on roads, trails, or other place.
- ***Camping:*** Staying outdoors overnight.
- ***First Aid Clinics:*** Learning and practicing first aid skills in and out of doors, sometimes as victim.
- ***Hiking:*** Traveling by foot with some supplies on your back, usually not for overnight.
- ***Map and Compass Clinics*****:** Traveling using map and compass for navigation.
- ***Natural history hikes and clinics:*** Learning about ecological relationships, habitats, biological organisms, or geology.
- ***Ropes Course (also called Challenge Course):*** An individual or group challenge experience with physical initiatives and exercises designed to provide metaphors for reflection.
- ***Survival Skills Seminar:*** Learning outdoor survival skills for emergency situations.
- ***Sweat Lodge Seminar:*** Bathing in steam created from heated rocks in a tent-like structure.
- ***Caving/Spelunking:*** Hiking, crawling, squeezing, and sometimes camping in underground passages.
- ***Environmental Service projects:*** Service projects in the outdoors, often in remote areas.
- ***Urban/Rural/Cultural Activities or Service Projects****:* Trips to urban or rural areas of cultural note, for recreation, education, or to provide volunteer labor.
- ***Repair/Maintenance Clinics:*** Indoor and outdoor activities teaching skills to troubleshoot or repair some type of equipment.

Trips On Snow

- ***Avalanche Clinics:*** Learning risk factors and route planning to avoid being caught in an avalanche, and survival techniques.
- ***Cross Country (Nordic) skiing****:* Skiing over open terrain--some steep, some flat--without commercial lifts.
- ***Downhill (Alpine) Skiing/Snowboarding****:* Traveling down slopes at commercial downhill ski/snowboard areas with lifts.
- ***Snowshoeing:*** Hiking in snow with large, flat, paddle-shaped shoes.
- ***Snow Shelters/Igloo building:*** Building structures out of snow on mountain slopes in winter.
- ***Telemark Skiing:*** A technique for going down steep slopes on a specific type of skis.
- ***Winter Camping:*** Staying overnight in or on the snow, in temperatures at or below freezing.

Trips On Water and Along Shorelines

- ***Sea Kayaking:*** Traveling on water in small craft powered by your own muscles.
- ***Rafting and Inflatable Kayaking:*** Traveling in small, non-motorized inflatable boats on swift water, rapids and rivers.
- ***Swiftwater Rescue:*** Learning techniques of rescuing people or equipment from dangerous moving water situations.
- ***Hot Springs***: Bathing in hot geothermal water seeping up from earth.
- ***Ocean coastal hikes:*** Hiking, along the edge of the ocean or coastal cliffs and in forest, and may include:
    - ***Clamming/Crabbing:*** Collecting shellfish/crustaceans on the seashore or in bays.
    - ***Tide Pool Exploration:*** Walking on shoreline rocks to observe marine organisms.
    - ***Whale Watching:*** Observing whales from vantage points.
- ***Snorkeling*****:** With mask and snorkel, swimming in/under water to observe aquatic life.
- ***Sailing, Motor boating:*** Traveling in boats powered by wind (using sails) or motors or both.
- ***Windsurfing, Kitesailing****:* Using wind to skim across the surface of water with a sail (or kite) attached to a board.

Continued on Back…

RISKS

(This is not a complete list)

ALL TRIPS

Travel: Everyone riding in College Outdoors vehicles, such as a 15 passenger van or Chevy Suburban, is required to wear their seat belts at all times. Participants risk being involved in an accident due to driver error or other drivers on the road. Possibility of hitting animals (such as deer, cattle), especially at night. Trips often travel along steep, unimproved roads. Travel to remote areas where medical or other assistance can be hours or days away. Unfavorable driving conditions such as snow, fog, ice, rain. Possibility of theft of personal property. **Travel** may also be by watercraft, aircraft, skis, on foot, and by other means, on uneven terrain or water.

Weather: Risk of exposure to severe weather such as sun, sudden storms, strong winds, snow, sleet, ice; rocks, trees or limbs falling, thunder and lightning, "white outs" resulting in reduced visibility, and/or extreme hot or cold temperatures resulting in heat induced illness or hypothermia and possibly frostbite.

Cooking /Fires: Risk of stove malfunction, fire, and explosion with any type of stove or fuel. Open fires. Risk of burns due to hot utensils, hot food, hot water, sparks, exploding heated rocks, steam.

Group Initiatives: Risk of slipping, falling during games, collisions with other people or objects.

ON LAND

Risk of twisting, spraining, falling and breaking body parts. Travel sometimes occurring on poorly maintained trails or no trails at all, with downed timber, snow, ice, brush, vines, boulder fields, loose rock, and other uneven, unstable, or unpredictable terrain. Exposure (large drop-offs on edge of trail due to cliffs). Danger from rattlesnakes, spiders, mosquitoes, ticks or other wild or domestic animals. Getting lost, disoriented, separated from others for unforeseen amounts of time. Risk of head injury on rocks, tree limbs, other obstacles. High mountain passes. Poisonous plants such as poison oak. Sunburn. Wildfires. Quicksand. Cliffs. Loose slopes (such as scree slopes), rock fall, avalanche. Risk of trees or branches falling with or without wind. Risks associated with using hand and power tools, paint, solvents, construction materials and cleaning agents, including their use in service projects. Risk of exposure to airborne, food borne, and/or water borne viruses, bacteria, parasites or other illnesses. Risk of infection of wounds, blisters, burns. At stream and river crossings, risk of falling in or swimming in lakes or rivers (including drowning).

UNDERGROUND:

Risks listed in “On Land” above, **plus** traveling underground, in lava tubes or limestone caves. Poor visibility due to low lighting, very uneven surface in places, rocks on ground and possible loose rocks (which could fall) along walls and ceiling. Low ceilings, very tight places. Diseases transmitted by bats or other organisms found in caves. Ice, mud, slippery footing, risk of cave collapsing.

ON SNOW

Risks listed in “On Land” above, **plus** risk of frostbite, hypothermia, avalanches, dehydration. Risk of sunburn, slipping, falling on ice or snow, twisting knees and ankles, landing on and breaking or spraining limbs. Risk of snow shelter collapsing, asphyxiation in tight spaces. Injury to self or others by means of skis, poles, snow saws, snow shovels, and other tools or equipment.

ON WATER and ALONG SHORELINES

Risks listed in “On Land” above, **plus** risk of exposure to wind, waves, whitewater rapids, strong currents, tides, cold water, and hypothermia. Sunburn. Exposure to marine animals such as sharks, jelly fish, water borne parasites, microbes, and other animals. Instability of boats, risk of flipping, pinning against obstacles, and entrapment inside overturned boat. Danger of other boaters (especially motorized boaters, jet skis). Injury while loading or unloading boats from trailer. Risks of unstable coastal cliffs, "sneaker" waves (waves that are unpredictable and much larger than others, which may wash a person into the ocean), logs or other debris in the water or surf which could injure or kill, tsunamis (huge waves caused by earthquakes). Risk of drowning.