

## ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY ASSUMPTION OF RISK, WAIVER, AND RELEASE FOR PARTICIPATION IN VOLUNTARY PROGRAMS

## THIS DOCUMENT HAS LEGAL CONSEQUENCES. IT MUST BE COMPLETED AND SIGNED PRIOR TO PARTICIPATION. PLEASE READ IT CAREFULLY BEFORE SIGNING.

Program (describe and include dates):	Open Climb - NAU Climbing Wall
Department Contact (name, email, phone):	Catie Miller, catherine.miller@nau.edu, 928-523-5010
Program Location:	Health and Learning Center - Climbing Wall - Building 025

Participant Name:			Student	ID:			Age:	
Email:			Height:		Weight:		DOB:	
Address:		City:			State:		Zip:	
Telephone No. (Include Area Code) Home:						Work:		
Emergency Contact	Name:		R	elationship:				
Phone Number(s):								

In consideration of being allowed to participate in the above-mentioned Northern Arizona University ("NAU" or "University") Program, I,

("Participant"), on behalf of myself and my spouse, if any, and our heirs, successors, and assigns:

- 1. Acknowledge and understand that participation in the Program may involve a variety of activities. Such participation, particularly in field trips, "wilderness trips", and similar events, may involve risks, including but not limited to, serious personal injury, partial or permanent disability, property damage, and/or death. These risks may result from my own actions or inactions, from the actions or inactions of others, or may be inherent to participating in the Program. I also understand that Northern Arizona University is not an agent of and has no responsibility for any third party that may provide any services during the Program, including but not limited to, food, lodging, travel, and equipment associated with the Program. I understand that I am responsible for ensuring that I am properly prepared for all Program activities, and I represent that I am in good health and am able to participate fully in all Program activities.
- 2. Assume all of the foregoing risks and accept personal and financial responsibility for all damages for personal injury, partial or permanent disability, property damage, or death, caused by me, to the fullest extent allowed by law.
- 3. Agree not to sue the State of Arizona, the Arizona Board of Regents, Northern Arizona University, their officers, employees, agents, and assigns, and waive all claims, demands, losses, or damages on account of personal injury, partial or permanent disability, property damage, or death, caused or alleged to be caused in whole or in part by the actions of any person or entity, to the fullest extent allowed by law.
- 4. Grant to NAU and to its employees, agents and assigns the right to photograph me and use the photo and or other digital reproduction of me or other reproduction of my physical likeness for publication processes for use in connection with University Programs, whether electronic, print, digital or via the Internet.
- 5. Understand that medical care facilities may not be immediately available and I accept the increased risk that may pose in the event of injury.
- 6. Understand that NAU does not have medical personnel available at the Program location, and I agree that any medical costs, including emergency medical treatment that may be incurred as a result of my participation in the Program will be my financial responsibility.
- 7. Hereby consent to NAU, any appropriate medical facility, and/or to the physician(s) listed below, providing whatever medical services they may deem necessary in the event of an emergency. I certify that I have adequate insurance and/or other means to pay for any costs and expenses related to these services and I agree to bear such costs and expenses in full.
- 8. Agree that I will comply with NAU's rules, standards, and instructions for student behavior, including the Student Code of Conduct, as well as any specific standards of conduct of the Program that may be provided to me. The Student Code of Conduct can be found at: <a href="http://nau.edu/Student-Life/Student-Conduct-Safety/">http://nau.edu/Student-Life/Student-Conduct-Safety/</a>. I understand that I am not permitted to consume alcohol, possess/use weapons or illegal substances, or engage in sexual activities while participating in the Program. I agree that the University has the right, in its sole discretion, to enforce the standards of conduct described above, and that it may impose sanctions, up to an including expulsion from the

- Program or from the University, for violating these standards or for any behavior detrimental to or incompatible with the standards of the University or the Program. I understand that the University has the right to make changes to the format and administration of the Program.
- 9. Waive and release all claims against the State of Arizona, the Arizona Board of Regents, and Northern Arizona University, their officers, employees, agents, and assigns that arise at a time when I am not under the direct supervision of NAU or that are caused by my failure to remain under such supervision or to comply with rules or instructions, to the fullest extent allowed by law.
- 10. Acknowledge and understand that it is the Participant's sole responsibility to decline, decrease, or cease participation in the event of illness, injury or other medical condition. Understand that the University may reduce or stop Participant's participation, in its sole discretion, in the best interest of safety or to aid in the well-being of other participants. University may require further assessment and medical clearance from a physician prior to participation in the Program.
- 11. ACKNOWLEDGE THAT I HAVE READ THE ABOVE ASSUMPTION OF RISK, WAIVER, AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

Date:\_\_\_\_\_

Participant Signature:

IF THE PARTICIPANT IS UNDER AGE 18, THE PARENT OR GUARDIAN OF THE PARTICIPANT <u>MUST</u> SIGN BELOW.	
I am the parent or legal guardian of the Participant. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the University from liability on my and the Participant's behalf, (b) waiving my and the Participant' right to sue the University, (c) and assuming all risks of Participant's participation in this Program, including travel to and from the Program or ar events incidental to this Program. I allow the Participant to participate in this Program. I understand that I am responsible for the obligations and acts of the Participant as described in this document. I agree to be bound by the terms of this document.	s 1y
Parent/Guardian Signature (if participant is under age 18):Date:	_
Medical Information of Participant*:	
Physician(s):Phone:	
Insurance Company:Policy #:	
Group #:Phone:	
Please indicate any known physical or medical conditions, including any reasonable accommodation(s), which could limit participation in Prograi	m
(such as Asthma, Diabetes, Heart Disease, Epilepsy, Pregnancy, etc.) Describe:	
List allergies to any medicine, food, drugs, insect bites, bee stings, etc. and describe allergic reactions:	
	-
List any relevant medications currently taken by Participant:	
	-
List any additional medical/physical information that NAU should be aware of (such as fitness level, ability to swim, bad joints, etc.):	
	-

Department: Please forward all completed forms to:
NAU, Insurance and Claims Unit of Contracting and Purchasing Services, PO Box 4067, Flagstaff, Arizona 86011

providing false information could result in serious harm to Participant or fellow participants.

\*A complete and accurate statement of the physical factors that may affect participation in the Program is required. Omitting information or