



PARTICIPANT ASSUMPTION OF RISK, RELEASE, AND AGREEMENT

In consideration of the services of the University of Toledo; their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as UT), I hereby agree to release, indemnify, and discharge UT, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ropes course activities entails know and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing qualities of the activity. UT programs are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in ropes course activities. The risks include, among other things, the potential for: slips, falls and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals, or insects that could create hazards such as stings, allergies, and associated diseases. Furthermore, UT instructors have a difficult job to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless UT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of UT equipment of facilities, including any such Claims which allege negligent acts or omissions of UT.
4. Should UT or anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risks of any medical or physical condition I may have.
6. In the event that I file a lawsuit against UT, I agree to do so solely in the state of Ohio, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect

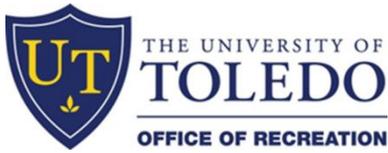
By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against UT on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____
Address _____ Phone _____ Date _____

Parents or Guardians Additional indemnification (Must be completed for participants under the age of 18)
In consideration of _____ (print minor's name) ("Minor") being permitted by UT to participate and to use its equipment and facilities, I further agree to indemnify and hold harmless UT from any and all Claims which are brought on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____



Challenge Course Health History Questionnaire

First Name: _____ Last Name: _____ Age: _____

To remind participants of the seriousness of attempting adventure activities with a pre-existing medical condition; please read the following questions carefully and answer each one honestly. This form will remain confidential and the Office of Recreation, Challenge staff reserve the right to refuse participation

YES NO Do you have any pre-existing medical conditions?
If yes, please explain: _____

YES NO Are you currently taking any medication or prescription drugs?
Please list the medication and its purpose: _____

YES NO Have you had a major surgery or illness within the last 6 months?
Please explain: _____

YES NO Do you have any allergies (food, bees, insects, or medicines)?
If so, please explain: _____

YES NO Do you have a disability that may prohibit you from completing the challenge course?
If so, please explain: _____

YES NO Do you have a heart condition?

YES NO Has a physician ever told you or are you aware that you have high blood pressure?

YES NO Are you pregnant?

YES NO Do you have epilepsy?

YES NO Do you carry an inhaler?

YES NO Do you foresee any problems participating in the upcoming Challenge activity do to a lack of physical exercise?

YES NO Do you feel any pressure or coercion from an employer or others to participate?

Describe your current level of physical activity: _____

In case of emergency, contact: _____ Phone: _____

Participant-please read and sign

I have honestly disclosed to the staff any medical, psychological, or personal information relating to my health. I will remember that a Challenge by Choice® atmosphere exists at all times, and I should not feel pressured to participate.

Signature

Date