Acknowledgement of Risk and Waiver of Liability

Both participants and parent(s) / guardians must read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Sign and return this form to the University of Idaho, Attn. Dan Lawson, 875 Perimeter Drive, MS 2281, Moscow ID 83844-2281. If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned participant or parent/guardian, am aware that participation in Lap/Open/Recreational Swim ("Activity") may include activities that are risky and dangerous. Both participant and his/her parent(s) / guardian(s) ("I") acknowledge and accept the risks and give permission for my participation in the Activity. I acknowledge that participation in this Activity has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury or illness to myself, or my child, up to and including death, may occur: physical activities related to swimming including, but not limited to, lifting, bending, pulling, pushing, and propelling that would involve strenuous exertion that could place stress on cardiovascular and/or musculo-skeletal systems and result in drowning, broken bones, strain, sprains, joint injuries, heart malfunctions, concussions, and head injuries; risks related to transit to or from the Activity locations including, but not limited to, travel by private auto, bicycling, public transit, and walking, including travel in unpredictable or extreme weather conditions that affect the method of travel safety; use or operation, by me or others of equipment in the condition in which they are found; contact with biological hazards; exposure to inclement weather including, but not limited to including, but not limited to rain, sun, wind, snow, ice, fog, and extremes of heat or cold that could cause injury or illness including but not limited to heat exhaustion or stroke, sunburn, frost bite, hypothermia, and dehydration; use of facilities, roads, sidewalks, parking lots, and trails that may or may not be properly maintained; activities supplemental to the Activity, such as walking or hiking to and from sites of interest; exposure to contaminated food and untreated water; risk related to the rendering or receipt of emergency first aid, or other emergency treatment, and transport in medical emergencies; accident or illness in locations without access to appropriate medical facilities or supplies; exposure to infectious disease and/or illnesses; and other unknown and unanticipated activities and risks.

In consideration of the University of Idaho ("UI") permitting me/my dependent to participate in the Activity, I and my dependent hereby voluntarily accept all risks associated with participation. To the extent permitted by law, I agree to indemnify, defend, save, hold harmless, discharge and release the State of Idaho, the Regents of the University of Idaho, their agents and employees from any and all liability, claims, causes of action or demands of any kind and nature whatsoever that may arise out of or in connection with my participation in any activities related to the above-named Activity.

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall serve as a release, discharge and acceptance of risk for my heirs, estate, executor, administrator, assigns and all members of my family. The venue of any dispute that may arise out of my or my dependent's participation in the Activity, if the University is a party to the dispute, shall be in Latah County, Idaho.
I understand that any insurance provided through this Activity provides only limited protection for injuries that occur while participating and that I am responsible for all medical expenses not covered by Activity insurance. Activity insurance is provided by an American Income Life camp accident policy.

OR

I understand I am responsible for all medical expense and/or property losses.

I am aware that if I provide a vehicle not owned and operated by the University for transportation to, at, or from any Activity site, or if I am a passenger in such a vehicle, the University is not responsible for any damage or injury caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled Activity, regardless if occurring before, during or after the period of the Activity. I acknowledge that the university makes no representation with respect to the safety of any personally owned vehicle in which I may travel, or with respect to the qualifications of the driver of any personally owned vehicle. I understand that if I choose to travel in a personally owned vehicle, it is my responsibility to determine the safety of the vehicle and qualifications of the driver.

I hereby certify that, with or without accommodation, I and/or my dependent is in good health and I know of no medical reason why I/he/she is not able to participate in this Activity. I hereby consent to first aid, emergency medical care and if necessary, admission to an accredited hospital when necessary for executing such care, for treatment for injuries or illness that I/he/she may sustain while participating in any activity associated with the above named Activity.

If my dependent has a disability, food or drug allergy, dietary requirements, or any condition requiring accommodation, I will contact Center for Disability Access and Resources (208) 885-6307 at least three weeks (21 days) prior to the start of the Activity.

Whether or not I am a student, I will abide by: the University of Idaho Student Code of Conduct, Articles II through IX at http://www.webpages.uidaho.edu/fsh/2300.html; the behavioral expectations of the Activity; and all applicable city, state and federal laws. My failure to do so may be considered grounds for denying my/my dependent’s participation in the Activity.

I agree that you may photograph or video me or my child during, and in connection with, the Activity. I agree that you shall be the exclusive owner of all images and all copyright and other rights in the images. I agree that you may use any image in any media you wish related to the University of Idaho. If you DO NOT GIVE PERMISSION TO PRODUCE OR USE IMAGES YOU OR YOUR CHILD, CHECK HERE ( ).

I ( ) do ( ) do not (please check one) authorize the University of Idaho to use my or my child’s/dependent’s contact information to inform me/him/her of upcoming university events and activities.

Note: If participant is under 18 years of age, a parent/legal guardian must also sign and accept responsibility for the participant’s actions and terms of the above agreement.

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<th>PARTICIPANT’S SIGNATURE</th>
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