



ACKNOWLEDGMENT OF RISK STATEMENT

The Passages orientation program you are about to participate in will be challenging, rewarding, and fun, but you should be aware of risks inherent in such activities.

The Passages Immersive Experiences may require participation in athletic, physical or other game-like activities that require physical exertion or stress, or that require you to travel in a bus, in a van, or on foot in a variety of conditions with a Passages Leader. There are inherent dangers and risks involved in any sort of travel, and we ask that you be aware of those dangers and act wisely. Additionally, when you are away from campus medical response times may be longer, depending on where you are located and the medical facilities available nearby.

We firmly believe that the benefits of this program far outweigh the potential risks. Accidents occur much less frequently when adequate preparation is accompanied by sound judgment. You, however, must take a very active role in maximizing your chances for success, safety and minimizing risks.

To ensure that you have familiarized yourself with the dangers involved, we ask that you do the following:

1. Read and understand the information on the Acknowledgment of Risk Statement and the Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement. If you have questions, call us at 253-879-3322
2. Follow the supplied equipment and clothing lists exactly. Many wilderness accidents occur because people do not bring the proper equipment and clothing, and/or underestimate the extreme weather conditions that can suddenly occur in the Pacific Northwest. This endangers not only you, but the safety of others in your group as well.
3. Take responsibility for your physical fitness. Although the Passages orientation program is designed to accommodate many levels of physical ability, you should choose your level of involvement wisely. Be honest with yourself and with us about what types of Immersive Experiences you can handle.
4. Follow the advice of Passages Leaders on the Immersive Experience. These students and staff members are eager to help you have a successful and meaningful experience, and have been trained in wilderness first aid and safety.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT**

I, _____ (“Participant”) (or on behalf of my minor child), hereby acknowledge that I have voluntarily elected to participate in the University of Puget Sound Passages Orientation Program Immersive Activities (“Activity”) to be held in and around Tacoma, Washington, and the greater Puget Sound region, between August 21, 2021, through August 29, 2021. I acknowledge that my participation is elective and voluntary.

In consideration for being permitted by Puget Sound to participate in the Activity, I hereby acknowledge and agree to the following:

PROMOTIONAL RIGHTS: As a condition of my participation, I hereby grant Puget Sound the right to use, for promotional purposes only, any photographs of me taken by Puget Sound, its employees or agents, during my participation in the Activity. I further understand and agree that Puget Sound may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Activity.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Puget Sound’s policies and procedures. I further agree to abide by all the rules and requirements of the Activity and the rules listed in Puget Sound’s [Code of Conduct](#), [Student Handbook](#), and [campus-wide policies](#). I acknowledge that Puget Sound has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the Activity, my conduct violates any rules of the Activity or Puget Sound, or at Puget Sound’s discretion. I understand that in the event my participation in the Activity is terminated, I may be solely responsible for the cost of return travel.

SPECIFIC INFORMATION RELATED TO COVID-19. The novel coronavirus, COVID-19, is a worldwide pandemic. The state of medical knowledge is evolving, and the virus continues to be a risk. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death. Puget Sound cannot assure that you will not become exposed to, contract, or spread COVID-19 while participating in the Activity. Therefore, if you choose to participate in the Activity you may expose yourself to and/or increase your risk of contracting or spreading COVID-19. By signing this release, you acknowledge you have read and understood the above warning concerning COVID-19, that you have determined that there is value to you participating in the Activity, and that you are voluntarily assuming the risk of exposure to or contracting COVID-19.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity. I understand that, as a Participant in the Activity, I may engage in physical activities, including, but not limited to, travel by vehicle, travel on foot, and athletic, physical or other game-like activities that require physical exertion or stress, which may pose a risk of harm, including the risk of contracting communicable disease. I understand that these activities include but are not limited to: observing or participating in Activity and/or traveling to and from Activity events.

I further understand and agree that the risks involved in this Activity may include, but are not limited to: travel to and from Activity site, including via private vehicle, common carrier, and/or Puget Sound owned vehicle; contraction of communicable disease; injury resulting from athletic, physical or other game-like activities during the Activity, the acts of third parties or other unknown safety hazards; skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, drowning, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, negligent

first aid operations, property damage or loss, and other risks that may not be known to me or not reasonably foreseeable at this time and during my participation. These serious personal injuries and possible death may not only be a consequence of Releasees' (as defined herein) actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any property damage or loss, injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

ASSUMPTION OF RISK: I understand and acknowledge that there are potential dangers incidental to my participation in the Activity, including risks of property damage or loss, bodily injury, illness, and possibly death as described throughout this Agreement. The risks may result from the Activity itself, from the acts of others, from use of the equipment or organization or unavailability of emergency medical care. I understand that there are risks attendant to physical activities associated with the Activity and that there are potential dangers which may expose me to the risk of property damage or loss, personal injuries, illness, damage, or even death. In addition, I understand that participation in the Activity involves activities incidental thereto, including, but not limited to, travel to and from the site of the Activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: travel to and from the Puget Sound campus via private vehicles, common carriers, and/or Puget Sound-owned vehicles, local transportation to and from Tacoma, Washington and the greater Puget Sound region, communicable disease, weather conditions, facility conditions, equipment conditions, negligent first aid operations, property damage or loss, or procedures of Releasees (as defined herein), and that there may be other risks not known to me or not reasonably foreseeable at this time.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THE RISKS ARISE FROM THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in the Activity.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University of Puget Sound, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Puget Sound's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any property damage or loss, injury, illness, damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY LOCATION ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any property damage or loss, injury, illness, or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Puget Sound expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of Puget Sound. I hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any property damage or loss, injury, illness, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any property damage or loss, injury, illness, damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any property damage or loss, injury, illness damage or death to me, including but not limited to any injury or illness resulting from my own negligence, gross negligence or intentional misconduct during or related to the Activity, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Activity or as a result of participating in the Activity, except for medical costs arising from an injury or illness that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury or illness I sustain that is not the result of Releasees' negligence, gross negligence, or intentional misconduct.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate, including being free of symptoms of communicable disease, including COVID-19, in the Activity and that I do not have any medical record of history that could be aggravated by my participation in the Activity. I further attest I am responsible for consulting with my health care provider towards this end.

RESPONSIBILITY FOR REPORTING INJURIES: I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to a Passages Leader.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I (initial one) **do ___/do not ___** authorize and consent to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care that Puget Sound personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury, illness, or damage which might arise out of or in connection with

such authorized emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, Puget Sound may direct that I be transported to the hospital for such care.

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Activity, I am doing so independently and that I am not an employee or agent of Puget Sound. I understand and agree that as a non-employee, I am not entitled to receive compensation or any other employee benefit from Puget Sound for my participation in the Activity.

CHANGE OF VENUE: Puget Sound reserves the right to change the venue to a similar venue and/or to change the dates of the Activity if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Washington.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I **AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.**

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Please do one of the following:

1. Sign this when you check in with your parent/guardian for orientation
2. Scan this form and send it to passages@pugetsound.edu.
3. Bring this form with you and turn it in at Orientation Check-In on August 21, 2021.

