

**Appalachian State University  
University Recreation  
Outdoor Programs  
Agreement**

I acknowledge receipt of instruction about potential risks, including risks of property damage or loss, personal injury, and death, associated with the \_\_\_\_\_ activity sponsored by the Appalachian's University Recreation's Outdoor Programs ("Program") as well as instruction regarding preventative measures which I can take to maximize safety while participating in this activity. My participation in this Program is completely voluntary, and I assume sole and full responsibility for my safety during my participation in the Program.

In consideration of participation in the Program, I agree as follows:

1. I will comply with all instructions and directions of Appalachian State University agents, representatives and/or employees during participation in this Program;
2. I understand the possible risks and dangers to me and my property associated with my participation in this Program, and I undertake those risks voluntarily in reliance upon my own judgment and ability. I assume all risk of personal injury, death, and property damage or loss from any cause whatsoever, including, but not limited to, failure of anyone to enforce rules and regulations or inspect equipment or facilities, and negligence of other participants in the Program, student, employees or anyone else.
3. I release and shall indemnify, defend, and save harmless Appalachian State University, The University of North Carolina, the State of North Carolina and their respective trustees, agents and employees (the "Indemnified Parties") from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me as a result of negligence on the part of the Indemnified Parties, other participants or by others as a result of my own negligence or intentional acts, during my participation in the Program (including travel to and from the activity site).
4. I understand that photos and/or video taken of me may be used for the purpose of promoting Appalachian State University and various programs of the institution in media that may include printed material, web and/or video. I agree to allow my image to be used for this purpose and that any likeness of me may be disseminated for public release by Appalachian State University. I hereby waive any right to inspect or approve the finished photograph or printed matter that may be used in conjunction therewith or to the eventual use that it might be applied.

I certify that I am at least eighteen (18) years of age, medically sound, and physically fit to participate in the activity described above. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me.

**I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE.**

Printed Name: \_\_\_\_\_

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

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE:**

\_\_\_\_\_  
Parent's/Guardian's Signature