



KENTUCKY OUTDOOR INSTITUTE

Waiver/Medical Form

Agreement to Participate; Assumption of Risk and Release

Name _____ Date of Program _____ Name of Group _____

Disclosure:

The Kentucky Outdoor Institute at Asbury University uses a variety of activities including stretching, warm-ups, games, team-building initiatives, high ropes obstacles, rock climbing, canoeing, rappelling, backpacking, caving, and others to elicit experiential learning and positive recreational experiences. Some of these activities can be physically and/or emotionally demanding. Each of the activities is presented upon a "Challenge by Choice" framework, which means that each participant chooses their own level of participation. It must be understood that although the program has been carefully designed for your group and will be operated by well-trained staff, the risk of injury, disability or death cannot be totally eliminated. These risks include but are not limited to: inclement weather; loss or damage to personal property; accidents resulting from climbing, swinging, jumping, falling, water, exposure, exhaustion, fatigue, or other types of outdoor hazards; the hazards of accidents in a relatively remote place; unforeseeable acts of nature and the emotional effects of being in perceived risk.

Release of Liability:

In consideration of the above disclosure, I freely agree to the above risks and assume those risks on my own behalf. I further agree to release, hold harmless, and indemnify Asbury University, its staff members, volunteers, directors, officers and other employee and/or agents from any claims, demands, or causes of action arising from injury, harm or even death as a result of my participation in Kentucky Outdoor Institute activities. I agree not to make any claim or file any lawsuit against Asbury University for injuries or damages related to my participation in activities operated by the Kentucky Outdoor Institute. I also agree to abide by the policies and procedures as set forth by the program.

Informed Consent: COVID-19

The novel coronavirus, COVID-19, is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in this organization's programs or accessing our facilities could increase the risk of contracting COVID-19. This organization in no way warrants that COVID-19 infection will not occur through participation in our programs or accessing our facilities. Kentucky Outdoor Institute will take every reasonable precaution to reduce the risk of exposure.

Permission to Use Photographs or Video Recordings:

I give Asbury University the right to use any photographs or video recordings created while I (or my child) participate in Kentucky Outdoor Institute activities for publicity and advertising purposes.

Medical Questions:

1. Do you experience or have you experienced any heart problems or are you taking any heart-related medication?
Yes No
2. Are you taking any medication for pain or for chronic illness?
Yes No
3. Do you have higher-than-average blood pressure?
Yes No
4. Do you experience any:
(a) serious allergic reactions (*bees, medications, common foods, plants, chiggers, etc.*)
(b) asthma or other respiratory problems
(c) physical condition or limitation (*backache, knee, shoulder, neck, etc.*)
5. Do you have any other condition(s) which you think may be aggravated by your participation in the program?
Yes No

In case of emergency, contact: _____ Phone Number(s) _____

NOTE: *If the answer to any of the questions above is "Yes," one of our staff may like to check-in with you about the situation. We are able and willing to adjust the program to fit your needs (within reason).*

My signature below confirms that I have disclosed to program staff any pertinent medical reasons that may affect my safety or the safety of others during this program. In addition, according to my specific limitations, I agree to retain the right and responsibility to choose and direct my own level of participation.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE CONTENTS OF THIS DOCUMENT AND SIGN IT OF MY OWN FREE WILL.

Participant Signature _____ Name Printed _____ Date _____

(For persons under 18 years of age, parent or legal guardian must sign as witness.)

Guardian (Witness) _____ Date _____



LUCE PHYSICAL ACTIVITIES CENTER
Asbury University
One Macklem Drive
Wilmore, Kentucky 40390

www.asbury.edu
athletics@asbury.edu
850-858-3511, ext 2486
fax: 859-858-3921

Dear Friend:

We are pleased to have you visit the Luce Center. Please read the permission and liability statements below and indicate your acknowledgment by signing on the space provided at the bottom of this form. Thank you.

I give permission for my child _____ (print name)	
to participate in activities at the Luce Physical Activities Center.	
In addition, I give permission for _____ (print name of group or individual responsible)	
to seek medical care for my child in the event that it should become necessary to do so.	
<i>If this form is authorizing an adult to be in the pool or pool area:</i>	
_____	_____
(print name)	(group or organization)

LUCE PHYSICAL ACTIVITIES CENTER LIABILITY STATEMENT:

Asbury University shall not be liable for any injuries, damages or other such losses which individuals may incur while using the Luce Physical Activities Center, facilities or participating in Luce Center Sports / Recreation programs. Individuals specifically assume all risks of injuries, damages or other such losses while using any equipment or the facilities at Asbury University or on the Asbury University premises. Participants waiver any and all claims against Asbury University, its trustees, officers, agents and employees for any such injuries, damages or other such losses.

Signature of parent/legal guardian or Participating Adult

Date

Printed name of parent/legal guardian or Participating Adult

BREAKOUT

WAIVER AND RELEASE OF LIABILITY FORM

I agree and acknowledge as follows:

1. The Breakout Games places you in a room where you and the others in the room will rely upon clues and puzzles to enable you to escape out of the room. Each room contains furniture and objects consistent with the theme of the room. In some rooms, the participants are handcuffed and/or blindfolded. I fully understand and acknowledge that (a) risks and dangers exist in my participation in The Breakout Games; (b) my participation in such activities may be emotionally demanding, create a fear of claustrophobia or result in bodily injury; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of The Breakout Games, my negligence, the negligence of other participants, the negligence of others, accidents, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes and by my participation in these activities. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of The Breakout Games or by any other person.
2. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify The Breakout Games, its affiliates and related companies and their respective directors, managers, owners, officers, successors, assigns, agents, representatives and employees (collectively, the Released Parties) from any and all claims, actions or losses for bodily injury, emotional distress, pain and suffering, property damages, wrongful death, or otherwise which may arise out of my participation in the Breakout Games. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have now or in the future for the negligence or other conduct by the owners, agents, officers or employees of the Released Parties.
3. The Released Parties are not responsible or liable for my personal belongings while at The Breakout Games.
4. I give The Breakout Games the right to use any photographs or video recordings created while I participate in The Breakout Games activities for publicity and advertising purposes.
5. I acknowledge that the contact information set forth below is true and accurate.
6. I hereby grant permission for The Breakout Games to store my contact information for operational purposes, unless I grant the permission as set forth below.

Printed Name of Participant

Printed Name of Parent/Guardian

Signature of Participant

Signature of Parent/Guardian

Date

Date