

Whitman College
Walla Walla, Washington 99362
HEALTH STATEMENT AND LIABILITY WAIVER
Outing Program

Name _____ Phone Number _____
Address _____

This trip involves participation in outdoor activities which are, by their nature, physically demanding. Therefore, all participants must be free of medical or physical conditions which might create undue risk to themselves or to others who depend upon them. In addition to being more exposed than usual to weather changes, you may be traveling distances in desert, marine, or mountainous environments. Furthermore, medical attention may be several hours or days away in case of emergency. Although it is generally anticipated that great physical strength is not necessary for participation in this activity, you should have a physical examination by a physician. We may also require a physician's consent as a precondition for participation, depending on the information provided.

1. Please list any physical disabilities, conditions, past injuries, or any other physical limitations that you have which could limit your participation in any way:

2. Please list any allergies or medical alert information: _____

3. Person to contact in case of emergency:

Name: _____ Relationship: _____

Address: _____

Home Phone: _____ Work Phone: _____

In consideration of the acceptance of my participation in (event) _____
on (dates) _____ I hereby freely agree to make the following contractual
representation and agreements:

I FULLY REALIZE THE DANGERS OF PARTICIPATING IN AN EVENT OF THIS TYPE AND VOLUNTARILY ASSUME ALL THE RISKS ASSOCIATED WITH SUCH PARTICIPATION. I understand the risks include, by way of example and not limitation, the following: accidents that may happen while traveling in vehicles to event locations including provided transportation, car pools, bicycles, and walking; the dangers of falling from high places; possible failed rescue attempts; the dangers of being lost in a wilderness area; the possibility of being exposed to extreme temperatures for long time periods and with limited food and comforts; sudden changes in weather; all dangers associated with water sports; property damage or loss; and the possibility of serious physical injury, pain, mental trauma, or death, with medical attention several hours to several days away.

I have read and understand the above (INITIAL HERE) _____

I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the above named event. With these demands in mind, I have no physical or medical condition which, to my knowledge, would endanger others or myself if I participate in this event, or would interfere with my ability to participate in this event. I also agree to abide by any established rules or regulations while on this outing.

I have read and understand the above (INITIAL HERE) _____

I understand and agree that situations may arise during the event which may be beyond the control of the leaders or participants. I RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE Whitman College, board of trustees, administrators, employees, agents or assigns (hereinafter "Releasees") or other participants. I HEREBY WAIVE ALL CLAIMS WHICH I HAVE NOW OR MAY HEREAFTER HAVE AGAINST THE ABOVE ORGANIZATIONS, ENTITIES, OR PERSONS, HOWEVER CAUSED, EVEN IF OCCASIONED BY OR PROXIMATELY CAUSED BY NEGLIGENCE ON THE PART OF RELEASEES, INCLUDING WITHOUT LIMITATION ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH MY PARTICIPATION IN THE EVENT.

I have read and understand the above (INITIAL HERE) _____

I agree, for myself and my successors, assigns, beneficiaries, executors, and my personal estate, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that my failure or refusal to sign other such agreements or releases shall in no way affect the validity of this agreement nor revoke or cancel any of the terms of this claim or bring any suit in violation of this agreement. I, or any of my successors, shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such claim or suit. This agreement may not be modified orally.

I have read and understand the above (INITIAL HERE) _____

I HAVE CAREFULLY READ THIS FORM AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AN AGREEMENT NOT TO SUE, AND A CONTRACT BETWEEN MYSELF AND WHITMAN COLLEGE, AND FOR THE BENEFIT OF OTHERS DESCRIBED HEREIN, I SIGN IT OF MY OWN FREE WILL.

I have read and understand the above (INITIAL HERE) _____

PARENT OR GUARDIAN of a minor: I, as parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the above named event, and further agree, individually and on behalf of my child or ward, to the terms of the above.

Name of minor: _____

I have read and understand the above (INITIAL HERE) _____

If any word(s), phrase(s), or term(s) of this Health Statement and Liability Waiver are declared invalid or unenforceable by any court for any reasons, the remaining words, phrases, and terms shall be valid and enforceable and construed as if the invalid or unenforceable word(s), phrase(s), or term(s) were deleted.

I have read and understand the above (INITIAL HERE) _____

NOTICE: THIS WAIVER IS A CONTRACT WITH LEGAL CONSEQUENCES. READ IT CAREFULLY BEFORE SIGNING! YOU WILL RELINQUISH LEGAL RIGHTS OTHERWISE ACCRUING TO YOUR BENEFIT BY OPERATION OF LAW.

Participant's Name (printed) _____

Participant's Signature _____ Date _____

Parent or Guardian Signature if participant is under 18 _____ Date _____

(Rev. 4/10)