SPECIAL USE PERMIT (Non-Profit) - EXHIBIT 2

VISITOR’S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of ______ Whitman College _______ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “ ______ Whitman College _______”) I agree as follows:

Although ______ Whitman College _______ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, ______ Whitman College _______ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. ______ Whitman College _______ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

There are inherent risks and hazards in living and traveling in the remote wilderness areas that Scrambles travel through. Whitman is committed to minimizing these risks as much as possible, but risk cannot be entirely eliminated. Freezing temperatures, rain, snow, rivers, rock fall, lightning, and other hazards encountered during wilderness activities can challenge even the most experienced outdoor leader. Errors in judgment or the unpredictable forces of nature can become potentially life threatening. A more serious injury may require evacuation to a medical facility. It could take hours or days to reach definitive medical care depending upon where an injury occurs.

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 danger of falling from high places; possible failed attempts; the dangers of being lost in a wilderness area; the possibility of being exposed to extreme temperatures for long periods of time and with limited food and comforts; sudden changes in weather; all dangers associated with water; property damage or loss; and the possibility of serious physical injury, pain mental trauma, or death, with medical attention several hours away.

I am aware that ________ backpacking ________ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of ______ Whitman College _______ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

_________________________________________  _____________________________
Signature                                  Date

Under 18, signature of parent or guardian

_________________________________________  _____________________________
Signature                                  Date