PISGAH Program at Geneva College
Team Building Experiential Learning Activities

Participant agreement, release and acknowledgement of risk

GENEVA COLLEGE

On the second day of New Student Orientation, you will be transported to Geneva College's outdoor challenge course with your assigned focus group for the required Freshman Seminar Success Course, "SSC 101: Learning & Transition." As a class, you will engage in low challenge activities that focus on teamwork, communication and bonding with your classmates. In order to participate in the class session, the insurance provider of Geneva College requires that the following informed consent release be signed. Students without a signed release will not be permitted to participate in this valuable session; therefore will be assigned a make-up research paper on the value of experiential education. If you have any questions or concerns, contact the Pisgah Program at 724-847-5223.

In Consideration of the services of the Pisgah Program at Geneva College, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "PPGC"), I hereby agree to release, indemnify, and discharge the PPGC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based activities such as low challenge course activities entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, the PPGC guides/instructors/facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the PPGC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the PPGC's equipment or facilities, including any such Claims which allege negligent acts or omissions of the PPGC.
4. Should the PPGC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against the PPGC I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the PPGC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of participant _____ Date(s) of activity **August 22, 2013**

Printed name _____ Date signed _____

Address _____ Phone _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18 by January 11, 2013)

In consideration of _____being permitted by PPGC to participate in its activities and to use its equipment and facilities; I further agree to indemnify and hold harmless PPGC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent/Guardian _____ Date(s) of activity January 11, 2013

Printed name of Parent/Guardian _____ Date signed _____

ACCEPT THE CHALLENGE™