## Carnegie Mellon University

## Explorers Club ASSUMPTION OF RISK & GENERAL RELEASE

I want to participate in one or more Carnegie Mellon University ("CMU") Explorers Club (the "Club") recreational activities, including, without limitation, rock and ice climbing, mountaineering, spelunking/caving, hiking, backpacking, horseback riding, skydiving, canoeing, kayaking, sailing, whitewater rafting, cross-county/alpine skiing, and scuba-diving (collectively, the "Activities"). I understand that the Activities are physically strenuous and inherently dangerous and that there are many and varied risks associated with participation in the Activities, such as strains, sprains, broken bones, concussions, permanent disability and death. I voluntarily assume any and all such risks.

I further understand that the Activities may be organized and conducted off-campus by Activity leaders who are members of the Club or may by conducted by third parties, at third-party venues, and that CMU has not inspected any such sites or venues and makes no representations or determinations as to the safety or suitability of such sites or venues, personnel, equipment, and/or training and safety procedures. I understand that I am responsible for making such determinations for myself and for deciding if I am physically and mentally able to participate in the Activities. I understand that I am responsible for my own safety and well-being during the course of the Activity and that if I feel uncomfortable or unable to continue participating, I am responsible for notifying the appropriate Activity leader.

In consideration of the opportunity to participate in the Activities, I, on behalf of myself and those acting on my behalf, do hereby irrevocably and unconditionally release, waive, and promise not to sue CMU, the Club, Activity leaders and other members of the Club (the "Releasees"), and anyone acting on behalf of the Releasees, from and for any and all liability for injuries, damages, claims, demands, actions and causes of action, including, but not limited to, suffering and death, arising from my participation in the Activities (including transportation to and from the Activities and the securing of, or failure to secure medical assistance).

The laws of Pennsylvania shall apply to this document; if any of its provisions are declared illegal, unenforceable or ineffective they shall be deemed severable and all other provisions shall remain valid and binding. I am an adult (18 or over) or I'm under 18 and my parent/guardian is co-signing below. I have read this document and understand it, I understand its contents, and I am signing it voluntarily, intending to be legally bound by it.

Signature:	 Date:
Name (print):	 Email:

## PARTICIPANTS UNDER 18 MUST HAVE PARENT/GUARDIAN CO-SIGN BELOW:

I am the parent/legal guardian of the minor named above. I want my minor son/daughter to participate in one or more Carnegie Mellon ("<u>CMU</u>") Explorers Club ("<u>Club</u>") Activities (<u>defined above</u>). I have read the entire Assumption of Risk and General Release and I agree to all its terms and conditions on behalf of my son/daughter.

In consideration of the opportunity for my son/daughter to participate in the Activities, I, on behalf of myself, my minor son/daughter, and those acting on our behalf, do hereby irrevocably and unconditionally release, waive, and promise not to sue CMU, the Club, Activity leaders and other

members of the Club (the "Releasees"), and anyone acting on behalf of the Releasees, from and for any and all liability for injuries, damages, claims, demands, actions and causes of action, including, but not limited to, suffering and death, arising from my son/daughter's participation in the Activities (including transportation to and from the Activities and the securing of, or failure to secure medical assistance).

The laws of Pennsylvania shall apply to this document; if any of its provisions are declared illegal, unenforceable or ineffective they shall be deemed severable and all other provisions shall remain valid and binding. I have read this document, I understand its contents, and I am signing it voluntarily, intending to be legally bound by it. I am an adult (18 years of age or older).

Signature:	Date:
Name (print):	 Email: