

WALLA WALLA UNIVERSITY
LIABILITY WAIVER, ASSUMPTION OF RISK, AND RELEASE AGREEMENT
ROSARIO SCUBA AND SNORKELING

BE SURE TO READ AND INITIAL EACH SECTION.

I, _____, wish to participate in the ROSARIO SCUBA AND SNORKELING (the "Activity") offered by Walla Walla University ("WWU"). As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

1. **Express Assumption of Risk.** I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of the Agreement. I have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity. Also, I understand and agree that situations may arise during the Activity which may be beyond the control of the leaders or participants. The risks include, by way of example and not limitation, accidents that may happen while traveling to the Activity locations. I VOLUNTARILY ASSUME ALL RISKS of loss, property damage or personal injury including death, associated with participation of the Activity, unless caused by the gross negligence or willful misconduct of WWU, its officers, trustees, agents, employees or volunteers (collectively referred to as the "University").

I have read and understand the above. (Initial here.) _____

2. **Liability Release.** In consideration for WWU allowing me to participate in the Activity, I RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE THE "UNIVERSITY" (as defined in Paragraph 1) FROM ANY LIABILITIES, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH THAT MAY BE SUSTAINED BY ME OR PROPERTY BELONGING TO ME, and arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the "University." I hereby waive all claims which I have now or may hereafter have against the "University" in any connection with my participation in the Activity.

I have read and understand the above. (Initial here.) _____

3. **Indemnification.** I agree to indemnify and hold harmless the "University" (as defined in Paragraph 1) from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the "University" may incur arising from my involvement in the Activity.

I have read and understand the above. (Initial here.) _____

4. **Warranty of Physical Fitness.** I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the above-named activity. With these demands in mind, I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in this Activity, or would interfere with my ability to participate in this Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the "University" (as defined in Paragraph 1) has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the "University" is relying on my warranty of my physical condition.

I have read and understand the above. (Initial here.) _____

5. **Emergency Medical Treatment.** I grant the "University" (as defined in Paragraph 1) permission to authorize emergency medical treatment, and agree that such action by the "University" shall be subject to the terms of this Agreement. I understand and agree that the "University" assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

I have read and understand the above. (Initial here.) _____

It is further my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claims from my participation in the Activity shall be construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provision. The courts in Walla Walla County shall be the forum for any lawsuit arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any terms to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

I have carefully read both sides of this Release Agreement form and fully understand its contents. I agree to be bound by its terms. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, and a contract between myself and Walla Walla University, and for the benefit of others described herein, I sign it of my own free will.

Name of Participant (printed)

Signature

Date

Age

Signature of Guardian if 17 years old or younger

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BOTH SIDES BEFORE SIGNING.

ACTIVITY DETAIL FORM

Name of Activity/Class: Rosario Scuba & Snorkeling

Date(s) of Activity/Class: _____

Location of Activity/Class WWU Campus Other: Rosario Beach Marine Laboratory area, Anacortes, WA

Description of Activity/Class:

Scuba/Skin Diving and Snorkeling

**ALL OCCUPANTS OF MOTOR BOATS, AND THOSE WHITE-WATER BOATING
(INCLUDING CANOES, KAYAKS, ROWBOATS, ETC.)
SHALL WEAR A COAST GUARD-APPROVED PERSONAL FLOTATION DEVICE AT ALL TIMES.**

By participating in the above activities you may be exposed to several inherent risks, including but not limited to those listed below:

- Asphyxiation
- Breathing difficulties
- Broken Bones
- Cardiac Arrest
- Death
- Dehydration
- Eye injuries
- Fainting, dizziness or lightheadedness
- Head, neck or back injuries
- Increased heart-rate
- Injuries from other participants, objects, equipment or vehicles
- Internal injuries
- Joint dislocations, sprains, stiffness or soreness
- Muscle strains, stiffness, soreness or cramps
- Pain or discomfort
- Puncture wounds
- Skin Cuts, Abrasions, or Contusions
- Drowning
- Heat Exhaustion
- Hypothermia
- Injuries from animal, insect or plant exposure
- Injuries from weather exposure
- Sunburn

We request you conduct your participation with the safety of yourself and others in mind.

PLEASE READ AND SIGN THE RELEASE AGREEMENT ON THE REVERSE SIDE OF THIS FORM.