

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

THE PENNSYLVANIA STATE UNIVERSITY

VERTICAL ADVENTURES/STONE VALLEY RECREATION AREA

Extreme Stater– October 14, 2017

I, _____, the undersigned, affirm that I will be competing and/or volunteering in the Extreme Stater event on October 14, 2017. As part of the event, I may be participating in activities on the Carolina T-Wall, Team Development Course, and the Zip Line portion of the Odyssey III as part of Penn State Vertical Adventures Program. In addition to those specific activities listed above I will also be engaged in activities such as running, canoeing, completing an obstacle course and other outdoor physical adventure challenges. I (together with my parent or guardian, if I am under the age of eighteen or am not legally able to sign for myself) represent, covenant and agree, on behalf of myself and my executors, heirs, assigns, and any other person claiming by, under, or through me, as follows:

I acknowledge that participating in the above noted activities involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur and assume all risks of any injuries, damages, or harm which arise during or result from my participation in the above activity. I understand and am aware that the activities I am participating in, including the use of equipment and elevated heights, are inherently hazardous activities from which the risk of harm or injury cannot be eliminated. I recognize that I have the option to not participate in these activities instead of encountering these inherent risks. I hereby agree to expressly assume and accept any and all risk involved with my participation in these activities I understand that The Pennsylvania State University strongly recommends that each participant have an annual physical examination, a current tetanus vaccination, and carry personal health and accident insurance to adequately cover me in the event that I suffer injury or death while participating in the above referenced activities.

I agree not to bring any action legal, equitable or otherwise or make any claim whatsoever against The Pennsylvania State University and/or its trustees, employees, volunteers, officers, agents or insurers (Released Parties) for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation in the above activity. In addition, I do hereby release and forever discharge the Released Parties of any responsibility or liability of any nature to me for any personal injuries, death or property damage which I may suffer or incur either directly or indirectly as a result of my participation in the above-referenced activities.

I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during, or result from, my participation in the above-referenced activities.

I hereby authorize The Pennsylvania State University to photograph, video record, or audio record me engaging in activities at Stone Valley Recreation Area and Vertical Adventures as part of the Extreme Stater Challenge. I further authorize Pennsylvania State University to use any photographic, video, or audio recordings for promotional or instructional purposes.

I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily with the intent to be legally bound hereby for myself and on behalf of my heirs, executors and assigns.

EXECUTED this _____ day of _____, 20__.

Participant's Signature (if 18 or over): _____ Date: _____

Participant's Printed Name: _____

Parent or Guardian Signature (if under age 18): _____ Date: _____

Parent/Guardian (if under age 18) Printed Name: _____

Emergency Contact Information:

Emergency Contact Name _____

Phone Number _____ - _____ - _____

Relationship to Participant _____