Berry College, Inc. Assumption of Risk – Waiver and Covenant Not to Sue

DECISION BERRY - ADVENTURE BERRY HIKE – Office of Admission

I _____(participant and parent/guardian if under 18) hereby acknowledge that hiking, walking trails, and related outdoor activity is potentially dangerous. I understand that I should not participate unless I am medically able, and understand and acknowledge it is my responsibility to consult with medical professionals to determine whether I am medically fit to participate in this event. I also know that being outdoors involves exposure to wildlife, weather, environmental and other hazards which may or may not be predictable or foreseeable and therefore, I assume these risks as well as the risk of injury during such an activity. I also acknowledge and assume any other risks, both known and unknown, foreseen and unforeseen, associated with participating in this event. I understand I am solely responsible for my own safety while traveling to and from or participating in this event.

Knowing these facts and in consideration of Berry College, Inc.'s acceptance of my participation in the **Decision Berry – Adventure Berry hike** and activities, I hereby for myself, my heirs, executors, administrators, or anyone else who might sue on my behalf, covenant not to sue, and waive, **release**, and discharge Berry College, Inc. and its employees, the sponsors and/or contributors to this event, volunteers, their representatives successors or assignees from any and all claims of liability for death, personal injury, or property damage of any kind or nature whatsoever arising out of, or in the course of my participation. I/we also hereby grant authority to Berry College, Inc. its officers and/or employees to take such necessary steps as required in their discretion for the emergency care of participant should such become necessary and neither participant nor Parent/Guardian is available or able to direct such care. I/we acknowledge and agree that this release, waiver and covenant not to sue shall apply to any action taken by Berry in the provision of such emergency care. I/we understand that the cost of any such care is solely at my/our expense.

The **release form** and waiver extends to all claims of every kind or nature whatsoever, foreseen and unforeseen, known and unknown. The undersigned further grants full permission to use any photographs, videotapes, motion pictures, recordings, or any other record of the event for any purpose.

Persons under the age of 18 will be accepted only with a parent/guardian's signature below.

The undersigned further acknowledge and agree that a photocopy or scanned copy of the original signatures below shall be considered as an original and admissible in court for any purpose allowable under the law.

_____ _____ _____

Printed Name of Participant Signature Date

_____ _____

Parent/Guardian's Signature if participant under 18 years of age Date

_____

Printed Name and Contact Phone Number for Parent/Guardian