

VENTURE TEAM CHALLENGE and/or HIGH TEAM CHALLENGE COURSE

Group Name: _____

Date(s) of Activity: _____

VENTURE PROGRAM RELEASE AND HOLD HARMLESS AGREEMENT

THIS IS A LEGAL DOCUMENT THAT INCLUDES AN ASSUMPTION OF RISK AND A RELEASE OF LIABILITY.
READ IT CAREFULLY BEFORE SIGNING.

1. I understand and accept that the Venture Team Challenge Course and High Team Challenge course ("Activity") may expose me to both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, my property, or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Some of the risks that may be present or occur include, but are not limited to:
 - the hazards of traveling by foot or vehicle to & from the course;
 - using climbing harnesses, ropes, carabiners, and other climbing equipment;
 - objects falling from above, including but not limited to ropes, carabiners, other climbing gear, boards, cables, nuts & bolts & other construction materials, cameras, and personal gear, tree branches, other people, etc.
 - falling from course elements and landing on ground, or falling against cables, ropes, trees, platforms, beams, other people, etc.;
 - getting tangled in ropes or cables;
 - failure of ropes, cables, bolts, nuts, platforms, beams, boards, harnesses, etc.;
 - injuries inflicted by animals, insects, reptiles or plants;
 - the forces of nature including lightning, weather changes, hypothermia, hyperthermia, sunburn, high winds, and other hazardous conditions;
 - the physical exertion and stress associated with this strenuous outdoor activity.
2. I understand that this Activity is not a University requirement for University students or others. My participation in this Activity is purely voluntary, and I elect to participate in spite of the risks. I understand that I will be given the option to freely choose my level of participation in this Activity, and if I choose to participate, I hereby assume the risks associated with this Activity. Further, I acknowledge that I have the right to not participate in any particular part of the Activity. Should I choose not to participate in any particular part (s) of the Activity or should I choose to end my participation in the Activity altogether, I understand that I am free to do so without any penalty or negative consequences whatsoever.
3. I understand that this Activity may subject me to rigorous physical exertion. I hereby declare that I am in suitable physical condition to accept a rigorous level of physical activity. Furthermore, I hereby consent to treatment, evacuation, anesthesia, and/or operations which might become necessary in the event of a medical emergency related to my participation in this Activity.
4. In consideration of and as part payment for the opportunity to participate in this Activity, I have and do hereby release and will hold harmless the University of North Carolina, the University of North Carolina at Charlotte and all their officers, employees and agents, from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever, and specifically including any claim for negligence or negligent acts or omissions, which I now have or which may arise out of or in connection with my trip or participation in this Activity. This release shall not include claims based on the intentional, reckless or willful misconduct of the officers, employees or agents of the University of North Carolina or the University of North Carolina at Charlotte. The terms hereof shall serve as a release, indemnification, and assumption of risk for my heirs, executors, and administrators and for all members of my family, including any minors accompanying me.
5. In the event that I file a lawsuit against the University of North Carolina or the University of North Carolina at Charlotte, I agree to do so only in the state of North Carolina, and I further agree that the substantive law of North Carolina shall apply in that action without regard to the conflict of law rules of North Carolina or any other 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.
6. Prior to signing this Agreement, I have had an adequate opportunity to read and understand it, have had an opportunity to ask questions about it, and any questions I have had have been answered to my satisfaction.

Signature: _____ Printed name: _____ Date: _____

Only For Non-Student Adult Participants Using the High Team Challenge Course:

I have attached a completed and signed High Course Medical Review Form. I understand its purposes and its limitations.

Signature: _____ Date: _____

Photo Release (voluntary, not required):

I hereby voluntarily give permission to the UNC Charlotte Venture Program to be photographed and for the photograph(s) to be published by the Venture Program in hard copy or online, for promotional purposes only.

Signature: _____ Date: _____