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. Even though the Venture staff makes significant effort to maintain high standards of safety, and accidents are not common, I understand and accept that the Venture Team Challenge and High Team Challenge Courses ("Activity") 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 and from the course;
- using harnesses, ropes, carabiners, and other climbing equipment;
- objects falling from above, including but not limited to ropes, carabiners, other equipment, boards, cables, nuts & bolts, other construction materials, cameras and other 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; and
- the physical exertion and stress associated with this strenuous outdoor activity.

2. I understand that this Activity is not a requirement for UNC Charlotte students or for others. I have freely chosen to participate. My participation in this Activity is purely voluntary, and I elect to participate in spite of the risks. I hereby assume the risks associated with this Activity. Further, I acknowledge that it is my responsibility to follow all reasonable instructions given by instructional staff and, if at any point I feel I am incurring undue potential for loss or harm, it is my responsibility to inform instructional staff and refuse to participate. Should I choose not to participate in any particular part(s) of the Activity, I understand that I am free to do so without any penalty.

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 medical treatment, evacuation, anesthesia, and/or other medical procedures at my own expense that might become necessary in the event of a medical emergency related to my participation in this Activity.

4. In consideration of and as part of payment for the opportunity to participate in this Activity, I have and do hereby release and will hold harmless the University of North Carolina at Charlotte and all its officers, employees, and agents, from any and all liability, actions, causes of actions, 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 participation in this Activity. This release shall not include claims based on the intentional, reckless, or willful misconduct of officers, employees, or agents of the University of North Carolina at Charlotte. The terms hereof shall serve as a release of 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 document, 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.

Participant: By signing below, I understand, acknowledge, and voluntarily agree to items 1-6 above.

_____	_____	_____
Signature	Printed Name	Date

Parent or Guardian (if participant under 18): I am the parent or legal guardian of the participant whose signature appears above. I have had the opportunity to discuss the foregoing with my child/ward. I understand, acknowledge, and voluntarily agree to items 1-6 above, and I consent to his/her participation in the Activity described above.

_____	_____	_____
Signature	Printed Name	Date