



CORNELL TEAM AND LEADERSHIP CENTER PARTICIPANT WAIVER AND RELEASE OF CLAIMS

Cornell Team and Leadership Center
Phillips Outdoor Program Center, B01 Bartels Hall, Campus Road, Ithaca, NY 14853
scl.cornell.edu/coe/ctlc

Welcome to Cornell Team & Leadership Center and thank you for choosing to participate in our program. You will be partaking in activities that will include one or more of the following: warm-ups, games, problem solving group initiatives, low and high challenge course elements, and other vigorous physical adventure activities. The program's activities are designed to help you and your team learn through physical, emotional, and social challenges. For most of the time, you will be participating in activities which involve moderate exertion, comparable to normal walking, climbing stairs, raking leaves, fishing, climbing a ladder, or dancing. There are also some situations where you may engage in vigorous exertion. This is comparable to running, tennis, swimming, shoveling snow, or fast biking. If these types of activities are difficult for you, we encourage you to consult a physician who knows your health history to discuss your participation in advance of the program, to help you make the best decisions for your particular circumstances during the program. If you have questions, please contact us.

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY.

By signing this agreement you give up your right to bring a court action to recover damages or obtain any other remedy for any injury to yourself or your property including death, however caused, arising out of your participation in this Cornell Outdoor Education or Outdoor Odyssey activity now or any time in the future.

WARNINGS: I am aware that activities in this CTLC program have inherent risks. Among these risks is the risk of injury from participation in physical activity including but are not limited to:

- climbing, running, walking, jumping, and the risks of slips, trips and falls from such activity;
- throwing, lifting, twisting, turning, bending, swinging, and the risks of injury from such activity;
- accessing elements above the ground, some of which are high above the ground, and the risks of falling
- including fear of heights and falling;
- bodily contact with other participants and/or equipment, and the risks of injury from such contact;
- peer pressure and psychological challenges presented in teambuilding activity;
- extreme weather conditions, including sun, rain, snow, wind, and lightening;
- contact with/being bitten or stung by animals such as insects, spiders, and reptiles
- equipment failure;
- motor vehicle accidents.

AGREEMENT TO ASSUME RISKS: By signing below, I acknowledge and agree that these are inherent risks of the activity and that I understand I will be exposed to each of these risks, and there may be other risks of injury or death not specifically listed to which I may be exposed by choosing to participate in this CTLC program. I acknowledge and agree that my participation in this CTLC program is voluntary. I understand that CTLC does NOT review my health information to determine if I am in good health to participate. I hereby certify that I am physically fit and able to participate in this CTLC program, and that if I believe any activity is unsafe for me, for any reason, I will immediately discontinue my participation in the activity. I agree to assume all risks and responsibility for my own conduct, health, safety, and property while participating in this CTLC program.

WAIVER/RELEASE OF CLAIMS: I agree, on behalf of myself, my assigns, executors, and heirs, to waive all claims and release, indemnify, and hold harmless Cornell University, its trustees, officers, employees, agents, and specifically the Cornell Team and Leadership Center from any and all liability, damage, or claim of any kind arising out of or in any way related to my participation in the CTLC program other than those claims arising solely from gross negligence of Cornell University, its officers, trustees, or employees. This waiver and release shall include, but is not limited to, damages and claims on account of personal injury, property damage, death, or accident of any kind in any way related to my participation in, or transportation to or from this CTLC program, and any act or omission of a third party that impacts my participation in, or transportation to or from this CTLC program.

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I understand that neither Cornell University, nor the CTLC program provides any accident or medical insurance and that I am required to provide my own accident and medical insurance. I hereby agree that I am financially responsible for all such expenses. I understand that neither Cornell University, nor the CTLC program provides any private vehicle insurance and that I am required to provide my own private vehicle insurance should I elect to use my own vehicle for transportation to or from a CTLC program. In the event of accident or injury in my private vehicle, or any other private vehicle, I agree to the same terms outlined above regarding release, indemnity, and holding harmless Cornell University, its trustees, officers, employees, and agents.

In the event of behavior that is considered by CTLC to be detrimental to myself as the participant, or other participants, or the CTLC program, CTLC shall have the right to dismiss me from the program. In the event that I voluntarily separate or am dismissed from the program I understand that I will be responsible for all expenses related to my departure from the program, and that CTLC shall have the right to retain all payments made relating to my participation. Any issue arising under this Participant Release shall be governed by the laws of the State of New York, without consideration of its conflict of laws principles, and any dispute about the terms shall be brought in a court of competent jurisdiction in the State of New York with venue in Tompkins County.

Check line that applies:

I state that I am of lawful age and am legally competent to sign this Participant Release.

I am a minor, and I understand this form needs to be signed by my parent or legal guardian.

I have read and fully understand the above warnings and agreement to assume risks, as well as the waiver/ release of claims. I have signed this document of my own free will, and agree to the terms outlined herein.

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| _____ Participant's Signature | | _____ Participant's Name <i>(printed clearly)</i> | | _____ Cornell ID# |
| _____ Participant's Date of Birth | _____ Participant's Age | _____ Net ID | _____ Course Name | |
| _____ Parent/Legal Guardian Signature <i>(if participant is under 18 years old)</i> | | _____ Parent/Legal Guardian Name <i>(printed clearly)</i> | | _____ Today's Date |