

## Departmental Risk Statement

The following statement is to be read carefully by individuals who are enrolled in and/or participating in activities supervised by the staff of the Department of Campus Recreational Services (CRS) of the State University of New York at Binghamton. This consent will be binding on future registrations even if this form is not filled out upon renewal. If there is a change in a user's fitness level or health, it is the user's responsibility to inform CRS management prior to any participation.

### Acknowledgement of Risk:

I, \_\_\_\_\_, am voluntarily agreeing to participate in activities sponsored by Campus Recreational Services or a Student Association chartered sports club. Most activities and/or facilities are restricted to persons 18 years of age or older, unless specifically noted. Certain activities require minimum levels of fitness, ability and health (physical, mental and emotional) and each person has a different capacity for participation in these activities. Participants are responsible for consulting a physician before starting any exercise program or physical activity.

I understand that fitness and physical activities involve significant and inherent risks such as serious injury and even death. I understand that these types of injuries may result from one's own actions or the actions of others, or a combination of both. I understand and appreciate that there are a number of inherent risks involved that are beyond the control of the sponsoring agency and its staff. I understand that there is an inherent risk involved in TRANSPORTATION TO AND FROM an ACTIVITY SITE such as: injury or death related to vehicular accidents, slip, falls, unforeseen delays and schedule changes.

I fully understand and accept all risks associated with participation in this activity.

### Informed Consent:

I, \_\_\_\_\_, agree to abide by all of the posted & distributed rules, regulations, guidelines and verbal instructions as presented by the CRS staff, instructors or volunteers associated with the department. All facilities and/or equipment should only be used for its intended purpose. Modification of equipment or use of broken equipment is strictly prohibited. Any staff, instructor or volunteer may exclude from participation any participant who, in their judgment, has seriously impaired the ability of others to achieve the intended purpose or objectives of the class or activity.

I agree that Binghamton University, its employees, and its agents shall not be liable for injury to users' person or loss or damage to users' personal property arising from or in any way resulting from the users' participation in these activities, unless such an injury is caused by the negligence of the University, its employees, or its agents while acting within the scope of their duties.

I understand that in the event of a serious medical emergency, I give permission to a Binghamton University, CRS representative to seek emergency medical treatment for me even in the event that I am unconscious or otherwise cannot consent. I agree to accept financial responsibility for all medical treatment, rescue and related transportation.

In registering as a participant of and in consideration of being permitted by Binghamton University to participate in activities offered by CRS, I agree that my name and/or picture MAY be used to promote the Binghamton University CRS programs, events and activities. I also am advised that the activity is conducted in a public place and I may be photographed. I release CRS from all forms of claims relating to the use of my name and picture.

**I HAVE CAREFULLY READ AND CONSIDERED THIS INFORMATION AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN RIGHTS that I may have otherwise, and enter into this contract on behalf of myself and my family in consideration of being permitted to participate in Binghamton University Campus Recreational Services.**

I, attest all information submitted by me is true and accurate to the best of my knowledge. I fully understand submitting misrepresented information, failing to disclose significant information, emitting facts, and/or falsifying documents may result in serious personal injury, death, university judicial and/or legal action against me.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# INHERENT RISKS

The following statement(s) is/are to be read carefully by individuals who are enrolled in and/or participating in Binghamton Outdoor Pursuits activities supervised by the staff of the Outdoor Pursuits Program, Department of Campus Recreational Services of the State University of NY at Binghamton.

Certain risks are inherent in each activity and CANNOT be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character and fun of the below listed activities can also cause loss or damage to equipment, injury, illness or in extreme cases, permanent trauma or death.

INITIALS

<p><b>The following describes some, but NOT ALL, of the inherent risks of BICYCLING such as:</b> Collisions and sideswiping by motor vehicles and careless drivers, collisions with other riders, unexpected potholes, uneven and rough road surfaces, grates, slippery road surfaces, lightening, dead and live animals on and around the roads, encounters with poisonous plants and insects, falls, cuts, scrapes, concussions, musculoskeletal injuries, heat and cold related injury and illness.</p>	
<p><b>The following describes some, but NOT ALL, of the inherent risks of KAYAKING and CANOEING such as:</b> Musculoskeletal injuries, heat and cold related injury and illness (i.e., dehydration and hypothermia), changing environmental and severe weather conditions, lightening, drowning, foot entrapment, swamping, tipping and rolling the craft, other boats and boaters, debris and rocks in the waterway, "strainers", rocks, roots, branches, uneven and steep terrain traveling to and from the body of water.</p>	
<p><b>The following describes some, but NOT ALL, of the inherent risks of DAY HIKING/BACKPACKING such as:</b> Musculoskeletal injuries, heat and cold related injury and illness (i.e., dehydration and hypothermia), burns and blisters, lightening, getting lost, encounters with wild animals, poisonous plants and insects, changing environmental and weather conditions, rocks, roots, branches, uneven and steep terrain. Carrying greater loads can increase strains and sprains.</p>	
<p><b>The following describes some, but NOT ALL, of the inherent risks of FLY FISHING such as:</b> Musculoskeletal injuries, heat and cold related injury and illness (i.e., dehydration and hypothermia), encounters with wild animals, poisonous plants and insects, punctures and cuts related to handling hooks and fish, lightening, rocks, roots, branches, uneven or steep terrain traveling to and from the body of water, uneven and slippery streams, lake bottoms and edges.</p>	
<p><b>The following describes some, but NOT ALL, of the inherent risks of CROSS-COUNTRY SKIING such as:</b> Prolonged exposure to cold, possibly even frostbite, musculoskeletal injuries (sprains, strains and fractures), heat and cold related injury and illness (i.e., dehydration and hypothermia), getting lost, changing environmental and severe weather conditions, avalanche, weak ice or snow surfaces, rocks, roots, branches, uneven, steep and snow-covered terrain. Carrying greater loads can increase the risk of strains, sprains and fractures.</p>	
<p><b>The following describes some, but NOT ALL, of the inherent risks of SNOWSHOEING/WINTER CAMPING such as:</b> Prolonged exposure to cold, possibly even frostbite, musculoskeletal injuries (sprains, strains and fractures), heat and cold related injury and illness (i.e., dehydration and hypothermia), burns, blisters, getting lost, encounters with wild animals, changing environmental and severe weather conditions, avalanche, weak ice or snow surfaces, rocks, roots, branches, uneven, steep and snow-covered terrain. Carrying greater loads can increase the risk of strains, sprains and fractures.</p>	
<p><b>The following describes some, but NOT ALL, of the inherent risks of TREE CLIMBING such as:</b> Rope burns, blisters, falls, cuts, abrasions, concussions, musculoskeletal injuries, heat and cold related injury and illness, uneven and steep terrain enroute to climbing trees, slippery surfaces, changing environmental and weather conditions including lightening, encounters with wildlife in and around the trees, encounters with poisonous plants and insects, rocks, roots, branches. Carrying greater loads to and from the climbing site can increase the risk of strains, sprains and fractures.</p>	

I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks NOT specifically identified. I also agree to refrain from the use of alcohol or any unprescribed drug(s) 24 hours before and during trips, outings or courses.

Name(print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

