

New Horizons of Lynchburg College

RELEASE AND COVENANT NOT TO SUE

This is a legally binding release and covenant not to sue given by me, _____ (Print full name) to Lynchburg College. In consideration for receiving permission to participate in **Lynchburg College's New Horizons Adventure Trip Program** _____ (Trip and Location), I am freely and voluntarily entering into this release and covenant not to sue.

ACKNOWLEDGMENT OF RISK

I fully recognize that there are dangers and risks to which I may be exposed by participating in challenge course activities such as those offered by Lynchburg College. The following are examples of possible risks and dangers but are not limited to: fallings, slipping, crashing, colliding that may result in accidents, injuries, or any other unforeseen incidents that may occur during this event. I also realize that participation in an activity can result in personal injury, accident, or illness, including but not limited to insect bites, sprains, broken bones, paralysis, dismemberment, or death. I should ask about other potential hazards and recommended precautions and procedures directly related to the activities I will be participating in. I understand that Lynchburg College does not require me to participate in this activity, but I want to do so despite the dangers and risks and despite this release and covenant not to sue.

Initial here: _____

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I therefore agree to assume and take on all of the risks and responsibilities in any way associated with this activity. In consideration of and return for being permitted to participate in this activity, and for the services, facilities and other things provided to me by Lynchburg College in this activity, I HEREBY RELEASE LYNCHBURG COLLEGE (and its trustees, employees or agents) FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO ME, FROM MY DEATH OR FROM DAMAGE TO MY PROPERTY IN CONNECTION WITH THIS ACTIVITY. I UNDERSTAND THAT THIS RELEASE AND COVENANT NOT TO SUE COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURE TO ACT OF LYNCHBURG COLLEGE (or its trustees, employees or agents), INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE BY LYNCHBURG COLLEGE.

Initial here: _____

RELEASE

I recognize that this release and covenant not to sue means I am giving up, among other things, rights to sue Lynchburg College for injuries, damages or losses that I may incur. I also understand that this release binds my heirs, executors, administrators and assigns as well as myself.

Initial here: _____

Additionally, I hereby agree to abide by the following guidelines:

1. Each participant is responsible for following the rules and regulations outlined for each event.
2. No alcohol or drugs are permitted.
3. All other Lynchburg College rules and regulations apply to this program.

By signing this contract, I acknowledge my responsibility to follow the stated rules.

READ CAREFULLY BEFORE SIGNING.

Releaser's signature: _____ **Date:** _____

Parent's signature (if under 18): _____ **Date:** _____

I agree to allow Lynchburg College to use any photos or videos of me or comments by me for any of their promotional items, including but not limited to brochures, flyers, promotional videos, or posters.

Releaser's signature: _____ **Date:** _____

Parent's signature (if under 18): _____ **Date:** _____