

**CLEMSON OUTDOOR RECREATION AND EDUCATION PROGRAM
WAIVER & RELEASE OF LIABILITY**

ATTENTION: This is a waiver and release of liability and is a legally binding document. Please read carefully and consult a CORE staff member or an attorney if you have any questions or concerns.

TERMS AND CONDITIONS:

____I, the undersigned, volunteer to participate in activities sponsored by or associated with CORE, the Clemson Outdoor Recreation and Education Program.

____I hereby acknowledge that I have read the **Acknowledgement of Risk** and have agreed to its terms. I fully understand that there are certain elements of danger inherent to recreational activities, and that participating in a recreational activity could entail loss of life, personal injury, and loss of or damage to property.

____I understand and agree that the terms “recreational activity” and “activity” as used herein encompass all aspects of the activity, including preliminary and subsequent matters such as, but not limited to, getting outfitted for the activity, maintaining, repairing, loading and unloading equipment or gear, and travel to and from the place of activity.

____As consideration for being permitted to participate in said activities, I hereby agree, for myself and my assigns and heirs, to release, defend, covenant not to sue and hold harmless the State of South Carolina, the Trustees of Clemson University, Clemson University Campus Recreation, CORE, and all of their officers, employees and agents (collectively the “Releasees”) from and against any and all actions, claims, damages (including attorney fees) or liability arising or resulting from my participation in the activities sponsored by or associated with CORE. This includes without limitation, damage to or destruction of any property or the injury, illness or death of any person.

____I agree to the site of any lawsuit and the law governing and lawsuit to be Pickens County, South Carolina and to be governed by South Carolina State Law. As liquidated damages, I hereby agree that if Clemson University is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family’s or my behalf that my heirs or executors and I agree to pay Clemson University’s costs and attorney fees if they successfully defend such an action, lawsuit or litigation.

____The terms of this agreement shall continue to remain in effect after the trip has ended. In the event that a court rules that any of the terms in this contract are not valid, the remaining terms shall remain in effect.

____I hereby grant permission that if I become injured or ill, CORE may on my behalf and at my cost arrange or render medical treatment or evacuation or any other medical services deemed necessary or appropriate for my safety and well-being.

____I hereby grant CORE the right to use any photographs taken by CORE of me during my participation in their recreational activities.

____I understand that I should not and may not participate in this recreational activity if I am under the influence of drugs or alcohol.

____I fully recognize that if injury, illness, death or damage occurs to me while engaged in this activity, I nor my assigns/heirs will have no right to make a claim or lawsuit against the Releasees, even if any of them negligently cause my injury, illness, death or damage.

I, _____ HAVE CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THE CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE RELEASEES AND SIGN IT OF MY OWN FREE WILL.

Participant’s Signature

Printed Name

Date

Parent or Guardian’s Signature (if under 18 years)

Printed Name

Date