



# Venture Out

## University of Missouri

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**LIABILITY WAIVER AND RELEASE AGREEMENT  
 TO BE SIGNED BY PARENT OR GUARDIAN OF MINOR PARTICIPANT**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. DO NOT SIGN IT WITHOUT READING IT!**

I, \_\_\_\_\_, the undersigned parent or guardian of the minor child named \_\_\_\_\_ (“My Child”) hereby agree to the following terms and conditions as set forth in this “Liability Waiver and Release Agreement” (“Agreement”), and make the indicated representations, in consideration of and as a condition of My Child’s participation in the following identified program, event or activity (the “Activity”), which Activity is being organized, produced, managed or permitted by The Curators of the University of Missouri (the “University”) at the indicated location(s) (the “Location”) on or during the indicated dates.

Activity: Venture Out
Location(s):
Date(s):

**Involved Risks:**

The risks involved in all outdoor courses at the University of Missouri include, but are not limited to:

- All manner of injury resulting from falling off both permanent and portable initiative structures.
- Cuts and abrasions resulting from skin contact with permanent and portable structures, the ground, or other participants.
- Muscular-skeletal injuries including pulled muscles, dislocations, broken bones, strains, and sprains.
- All manner of injury resulting from environmental factors, including sunburn, heat stroke, heat exhaustion, hypothermia, headaches, outdoor allergies, insect bites, and animal bites.

If your program includes high ropes activities (Alpine Climbing Tower, Odyssey High Ropes Course, and/or climbing wall), the risks in climbing or rappelling at the University of Missouri may include, but are not limited to:

- All manner of injury resulting from falling off the climbing wall, Odyssey Course or Alpine Tower and hitting rock holds and projections whether permanently or temporarily in place, or the ground.
- Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall, Odyssey Course or Alpine Tower such as, but not limited to, climbing, belaying, lowering on a rope, and any other rope techniques.
- Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, and dropped or broken holds.
- Cuts and abrasions resulting from skin contact with the climbing wall, Odyssey Course or Alpine Tower.
- Failure of ropes, slings, bolts, cables, climbing hardware, anchor points, or any part of the climbing wall, Odyssey Course or Alpine Tower structures.

**Physical Requirements**

- Age: must be at least 7 years of age
- Height: must be at least 3 feet tall
- Weight: weight limit between 50-250lbs. Anyone over 250lbs must rappel from the Odyssey and is unable to use the zipline

1. Representation of Authority/Grant of Permission: I represent to the University that I am the lawful parent or guardian of My Child and am authorized to agree to the following terms and conditions of this Agreement both on behalf of My Child and myself. I represent to the University that I have familiarized myself with the schedule of events and activities for the Activity and hereby grant permission for My Child to participate in the Activity and all events and activities associated therewith. Additionally, I understand the risks associated with the Activity as listed above and am assuming such risks.

2. Obligation to Follow Rules/Instructions: I understand and agree that: a) My Child must follow all published Activity rules and the instructions of University representatives associated with the Activity; b) if I participate in or am present with My Child at the Activity, I must follow all published Activity rules and the instructions of University representatives associated with the Activity; c) if I am present with My Child at the Activity, I shall ensure that My Child follows all published Activity rules and the instructions of University representatives associated with the Activity; and d) in the event that either I or My Child fails to obey those rules and instructions of the Activity, the University can remove either or both of us from the Activity.

3. Release of My Claims and Indemnity Agreement: In consideration of the above and of My Child's participation in this Activity, I hereby waive, release, and forever discharge the University and its curators, officers, agents, employees, volunteers, representatives, successors, and assigns ("Released Parties") from and against any and all claims that I may have and that arise out of : a) My Child's participation in the Activity and that seek to recover for any injury to or death of My Child, or for any damage, loss and expense suffered by My Child, due to the negligence or fault of the Released Parties; b) my being present at the Activity and that seek to recover for any injury to or death of My Child, or for any damage, loss and expense suffered by me on behalf of My Child, due to the negligence or fault of the Released Parties. In addition to the foregoing, I agree to indemnify and hold harmless the Released Parties from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) that arise out of my or My Child's participation in or attendance at the Activity and that are claimed to be due to the negligence or fault of the Released Parties.

**Assumption of Risk: I understand that the Activity involves certain risks, hazards and conditions, including, but not limited to, those indicated above, that may be dangerous to My Child's life, limb and property and that those risks, hazards and condition can arise in a variety of unforeseen or foreseeable ways, which may include: bodily injury, death and/or property damage. With such knowledge of the risks and dangers involved I am allowing My Child to participate in the Activity and on my and My Child's behalf agree to assume and do assume the risks associated with the Activity.**

4. Image/Media Release: I understand that the University may have photographs and recordings taken of persons present at the Activity. On behalf of myself and My Child I hereby: a) irrevocably grant permission to the University to make photographs, films, videos, reproductions, transcriptions and recordings (collectively, "Recordings") and to use, display, publicly perform, distribute, transmit, broadcast, publish, duplicate and post, through any type of media and in any form, including through and on the internet and websites, Recordings, whether in whole or part, of me and/or My Child while present at the Activity, provided that such Recordings are not directly sold; and b) waive any right to inspect or approve Recordings prior to or after their use, display, public performance, distribution, transmission, broadcast, publication, duplication or posting. I understand that neither I nor My Child will receive monetary compensation in exchange for use of Recordings as stated in this Agreement.

5. Health Care and Emergencies: I affirm my understanding that, by allowing me and My Child to participate in or attend the Activity, the University is not responsible for providing health care services or health care insurance for me or My Child. I certify that I will be responsible for the payment of any fees and charges that may be imposed by any doctor or medical facility for the provision of medical care for any injuries, illness or condition involving me or My Child during the Activity. I agree to indemnify and hold the Released Parties harmless from any claim that may be made by a doctor or medical facility for such fees and charges.

6. Health and Safety Policy Guidelines: Both before and during the Activity, the University may make decisions as necessary to comply with health and safety laws, orders, regulations, ordinances and guidance pertaining to epidemic or pandemic level communicable diseases. These public health concerns may result in a disruption, alteration, or other modification to the Activity schedule including, but not limited to, capacity restrictions, re-scheduling, shortening and re-locating of activities, social distancing requirements and changes to format of Activity presentations and events.

The Activity is subject to change as deemed necessary by the University to address public health concerns. I understand the risks associated with potential exposure to contagious infections and diseases, and I, on behalf of My Child and myself, release the Released Parties from any and all claims related to the potential or actual exposure to contagious infections and diseases related to or arising from My Child's participation in the Activity.

7. Laws of the State of Missouri: I understand and agree that this Agreement is governed by the laws of the State of Missouri. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

8. Acknowledgment: I certify that: a) I am the parent or legal guardian of My Child; b), that I have read this Agreement; c) I am relying wholly upon my own judgment about the risk of harm, injury or death to My Child due to My Child's participation in the Activity; d) I am over the age of 18; e) I am not signing this Agreement based upon any oral representations, statements or inducements that have been made to me that are not stated in this Agreement; and f) am voluntarily signing this Agreement as my own free act fully intending for me and My Child to be legally bound by it.

Parent/Guardian Signature:		Date:
Typed/Printed Name:	Relationship:	