



## Prescott College

For the Liberal Arts, the Environment, and Social Justice

Dear Students, Parents, Volunteers or Guests,

The Participant Agreement represents a part of Prescott College's (PC) risk management practices. *Please read this entire legal document carefully!*

PC has a variety of degree programs. Some PC degree programs offer a significant number of field courses, others offer very few. In any case if you choose to engage in field trips, independent studies, and travel to remote wilderness settings and/or engage in training in such skills as rock climbing, various kinds of boating, skiing etc, we want you to be fully aware of the risks involved. The "Activities and Risks" section explains some of the activities in which you might choose to be engaged by your choice of courses, as well as some of the associated risks, hazards, and dangers you may face. This document overviews your acknowledgment, acceptance, and assumption of those risks. We cannot predict every possible scenario; we have simply listed numerous examples. We seek to inform you of the kinds of activities, risks, and possible outcomes you might be facing. If you have questions or concerns, we expect you to contact us.

Why do we not promise a safe program? Because a "safe program" would mean not exposing ourselves to any risk. We often expose ourselves to risk by traveling to remote wilderness settings, skiing in avalanche terrain, climbing mountains, and cooking on stoves. These types of activities have inherent risks and are part of some of our courses.

Inherent risks are those that are integral to the very nature of the activity. Without the inherent risk, the activity would lose its essential nature. For example the risk of injury from lightning increases as one climbs higher, and it is an inherent risk to being in mountainous environments. While we can make judgments about the risks and consequences, there is no way to guarantee safety. We strive to make good judgments. However, judgment is not infallible. Misjudgment itself is one of the most significant inherent risks.

The "Release and Indemnity Agreement" section releases and indemnifies PC from claims made against PC. We do not seek this protection with regard to reckless or grossly negligent acts. We do seek protection from ordinary or simple negligence and all inherent or other risks, including misjudgment.

We seek this protection because of the litigious climate in our society today. The line between inherent risks and negligence is not clear for all to see. The prospect of frivolous lawsuits, before judges and juries who may or may not understand the risks in the activities in which we participate, is a real and significant threat to PC. We are reserving the right to invoke these documents as we see fit. This is the result of circumstances that neither you nor PC created. If you are uncertain about the meaning or significance of the Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, you should consult an attorney before signing.

Our hope is that you have confidence that PC will strive to manage the risks we face and be fair in deciding our responsibility to you (if any) in the event of an accident or loss. If you do not have this confidence, you should not enroll or do activities at PC. Please contact our admissions office with any questions you might have. They will put you in touch with the best person to answer your questions.

Sincerely,

Julie Munro  
Risk Management Director for Field Activities

## Participant Agreement

### *Introduction*

Please review this Document carefully before signing. All students, volunteers or guests (hereafter "student(s)") must sign this Document. For students under 18 years of age (hereafter "minor student"), parents or guardians (hereafter "parent(s)") must sign.

In consideration of the services of Prescott College, its faculty, staff, officers, employees, trustees, advisors, board members, teaching assistants, member schools, independent contractors, and all other persons or entities associated with it (collectively referred to as "PC"), student and parent(s) of a minor student, acknowledge and agree as follows for the duration of the student's enrollment at PC:

### *Activities*

Some PC courses occur in remote wilderness settings. It is important that students and parent(s) of minor students understand the risks (also known as hazards or dangers) associated with some PC educational activities. PC makes reasonable efforts to manage the risks, but does not provide a guarantee of safety (please review these pages). Some but not all of the activities, which may be mandatory or optional, scheduled or unscheduled, supervised or unsupervised, or occur as independent opportunities (vacations, special trips, trips with subcontractors (referred to in this Document as "activities") include:

Independent Studies done without supervision  
Travel and living in remote wilderness settings  
Travel in a foreign country  
Rustic living in a rural setting  
Camping, cooking, shoveling snow  
Use of liquid fuel (gasoline) lanterns and stoves  
Transportation in 15-passenger van and other vehicles

Wilderness first aid and rescue, real and simulated.  
Work projects involving power tools and machinery  
Independent travel (without direct supervision)  
Mountaineering, winter camping, rock climbing, rappelling, skiing, snow shoeing, canoeing, whitewater rafting.

### *Risks*

Some, but not all, of the inherent or other risks of activities that student may or will be exposed to include:

Misjudgments by self, others, or PC  
Inappropriate conduct or negligence by self, others, or PC  
Unpredictable weather  
Extreme cold and heat, sun, lightning, rain, and snow  
Unmarked or obscured hazards  
Moving water in creeks and rivers, whitewater  
Difficult stream crossings  
High altitudes  
Falling rocks, ice, snow and trees  
Steep slopes, difficult terrain, downed trees

Avalanches, collapsing snow shelters  
Sustained running, lifting, carrying, or hiking  
Improper hygiene  
Failure of equipment, despite reasonable maintenance  
Remote locations, hours or days from medical help  
Dangerous road conditions/transportation problems  
Falling down or slipping  
Animal hazards: stings, bites, poisoning, and blows  
Political unrest, unusual/unknown illnesses  
Theft

These and other activities, risks, hazards and dangers can result in (for example):

Falls, being struck, or colliding with objects or people  
Experiencing vehicle capsizing or collision  
Drowning  
Becoming lost or disoriented  
Injuries due to heat, cold altitude, heavy exertion

Illness: long or short term, gastrointestinal problems  
Broken bones, wounds, cuts, burns  
Property damage or loss  
Mental/emotional trauma, temporary or permanent  
Other injury, damage, permanent disability, and death

*I (student and parent(s) of a minor student):*

- Understand that the description of activities and risks provided to me may not be complete. Other risks may be encountered, inherent and otherwise. Participant may engage in other activities, organized or not, and authorized and supervised or not, which may cause injury and other loss.
- Have carefully read and understand all Prescott College information which I have received or been directed to. I have not been coerced or rushed in that reading.
- Have carefully read, reviewed, completed and signed the forms and other paperwork presented to me.
- Acknowledge that the Prescott College staff is and has been available, should I have questions about the nature and physical demands of the Prescott College program and courses and the risks associated with them.
- Understand that Prescott College cannot assure a Participant's safety or eliminate the risks of the program, and that each Participant shares in the responsibility for his or her own safety.
- Represent that I am voluntarily participating, with knowledge of the risks, and can do so without causing harm to others or myself.
- Assume and accept full responsibility for myself, and for any minor who accompanies me, for the inherent or other risks (both known and unknown) of these courses and for any injury, damage, death, or other loss resulting from those risks.
- Understand that Prescott College will engage the services of independent contractors for certain services). Prescott College is not responsible for the acts or omissions of those persons or entities and will not supervise their activities. Independent contractors may ask for releases to be signed by Participants and Parents. Prescott College is not a party to those releases, and is seeking protection from in claims on its own behalf by means of this Participant Agreement.
- Understand that cellular phones and other communication devices carried on field courses are not always reliable means of communication. Because of this evacuations due to injury or illness could take a prolonged period of time (days) to accomplish.
- Understand that risks of injury from the activities, the staff, contractors and equipment utilized and the environments in which the activities are conducted could result in damage to property, serious injury, disability and, although highly unlikely, even death.

#### Assumption of Risks

I, adult Participant or Parent of a minor Participant, for myself and on behalf of the minor Participant, acknowledge and assume the inherent risks of the activities, whether or not described above. In addition, except with respect to activities on lands (which may include National Park land) whose rules or regulations allow as a matter of law only the assumption of inherent risks, I, for myself and on behalf of the minor Participant, assume all risks of the activities of the Prescott College program, inherent and otherwise. If the Participant is a minor, I have discussed the activities and their risks with him or her, who understands the activities and their risks, including the fact that certain risks cannot be anticipated, and chooses to participate nevertheless.

#### Release and Indemnity

Except with respect to an injury or loss, which occurs on public lands whose rules and regulations prohibit my doing so as a matter of law, I, an adult Participant, or Parent, for myself and on behalf of the minor Participant, agrees as follows:

1. To release and forever discharge Prescott College, its officers, directors, trustees, employees, agents, representatives and support personnel either employed by or acting under the direct supervision of Prescott College (collectively "Released Parties") from all claims, liabilities and losses asserted by or on behalf of me or the minor Participant for any and all injury, loss or damage resulting directly or indirectly from my or the minor Participant's enrollment or participation in an activity of Prescott College or the use of its equipment, animals or facilities.
2. To defend, hold harmless and indemnify Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from a claim brought by me, the minor Participant or a member

of our respective families or by any other person for loss or damage suffered by me or the minor or caused by me or the minor in any way arising out of my or the minor Participant's enrollment or participation in an activity of Prescott College or the use of its equipment, animals or facilities.

3. These agreements of Release and Indemnity include claims of and liabilities for the negligence of a Released Party but not the intentional wrongs or the gross negligence of a Released Party.

The following additional provisions apply to both the Acknowledgement and Assumption of Risks and the Agreement of Indemnity Release:

Prescott College is authorized to obtain or provide emergency medical care, hospitalization, surgical or other medical care for me, or my minor Participant. I authorize PRESCOTT COLLEGE to administer emergency medical care and I understand that non-licensed medical providers may assist in providing such care.

I, an adult Participant, or Parent, agree that Arizona State law (without regard to its conflict of law rules) governs this document, and any dispute I or the minor Participant has with Prescott College or any other Released Party and all other aspects of my relationship with Prescott College, and that any mediation, suit or other proceeding must be filed or entered into only in Yavapai County, Arizona. I will attempt to settle any dispute through mediation before a mutually acceptable Arizona mediator. To the extent mediation does not result in a resolution the dispute will be submitted to binding arbitration through the American Arbitration Association, in Arizona. I also agree to pay all costs for attorneys' fees incurred by Prescott College or other Released Party in defending a claim or suit, if that claim or suit is withdrawn, or to the extent a court or arbitration determines that such party is not responsible for the injury or loss.

I hereby grant Prescott College and its representatives, without compensation, the right to take photographs and video images of me, or the minor Participant, and to use the finished images in any manner or media the College or its representatives deem proper, including publications and websites. Furthermore, I for myself or the minor Participant relinquish and give to Prescott College all right, title and interest I or the minor may have in the finished images, negatives, reproductions and copies of the original prints, negatives, and videos. I also grant to Prescott College the right to publish and/or release to the media information about myself and the activities I did with the college.

Any portion of this Agreement deemed unlawful or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions and those remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Agreement and understand that I am surrendering certain legal rights. For myself and for a minor Participant for whom I sign below. I acknowledge that it shall be effective and binding upon me, my participating minor student and our respective family members, heirs, executors, representatives and estates.

All Participants over fourteen years of age, and the parent(s) or legal guardian of any minor Participant (under 18 years of age) must also sign below:

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Participant Signature	Date	Print Name Here
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Parent or Guardian Signature	Date	Print Name Here
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