



## TREE CLIMBING PARTICIPANT WAIVER AND RELEASE OF CLAIMS

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*Cornell Outdoor Education, 607-255-6183 ♦ Outdoor Odyssey, 607-255-4168  
Phillips Outdoor Program Center, B01 Bartels Hall, Campus Road, Ithaca, NY 14853  
www.coe.cornell.edu*

**THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY.**

**By signing this agreement you give up your right to bring a court action to recover damages or obtain any other remedy for any injury to yourself or your property including death, however caused, arising out of your participation in this Cornell Outdoor Education or Outdoor Odyssey activity now or any time in the future.**

**WARNINGS:** I am aware that tree climbing has inherent risks. Among these risks is the risk of injury from participation in the physical activity of climbing trees, including but not limited to:

- Slips and falls from hiking on uneven terrain;
- Being struck by objects dislodged, dropped or thrown from above;
- Failure of climbing ropes, anchor lines and equipment;
- Failure of tree trunks, limbs and branches;
- Extreme weather conditions, including rain, snow and lightning;
- Wildlife attacks, including animal and insect bites;
- Hypothermia or hyperthermia;
- Motor vehicle accidents.

**AGREEMENT TO ASSUME RISKS:** By signing below, I acknowledge and agree that these are inherent risks of the sport and that I understand I will be exposed to each of these risks and other risks of injury or death by choosing to participate in this Cornell Outdoor Education (COE) course. I acknowledge and agree that my participation in this COE course is voluntary, and that if I believe any activity is unsafe for any reason, including the degree of skill required and my proficiency with that skill, I will immediately discontinue my participation in the activity. I further acknowledge and agree that I am voluntarily assuming all the risks of participation.

**WAIVER/RELEASE OF CLAIMS:** I agree, on behalf of myself, my assigns, executors, and heirs, to waive all claims and release, indemnify, and hold harmless Cornell University, its trustees, officers, employees, and agents from any and all liability, damage, or claim of any kind arising out of or in any way related to my participation in this COE course, other than those claims arising solely from gross negligence of Cornell University, its officers, trustees, or employees. This waiver and release shall include, but is not limited to, damages and claims on account of personal injury, property damage, death, or accident of any kind in any way related to my participation in, or transportation to or from this COE course, and any act or omission of a third party that impacts my participation in, or separation from, or transportation to or from this COE course. In the case of voluntary separation or expulsion from the course I understand that I will be responsible for all expenses related to such separation.

I understand that neither Cornell University, nor the COE program provides any accident or medical insurance and that I am required to provide my own accident and medical insurance. I hereby agree that I am financially responsible for all such expenses. I understand COE does not carry radios or cell phones, and I may be far from medical facilities. I understand that neither Cornell University, nor COE, provides any private vehicle insurance and that I am required to provide my own private vehicle insurance should I elect to use my own vehicle for transportation to or from a COE course. In the event of accident or injury in my private vehicle, or any other private vehicle in which I may ride to or from this COE course, I agree to the same terms outlined above.

I understand that all participants are subject to Cornell University regulations including the Campus Code of Conduct, COE policies, laws of the United States, and the laws of New York State. In the event of violation of these, or behavior that is considered by COE to be detrimental to me as a participant, other participants, or the COE program, COE shall have the right to dismiss me from the course while retaining all payments. This Waiver and Release of Claims shall be governed by the laws of the State of New York, without consideration of its conflicts of laws principles, and any dispute about the terms shall be brought in a court of competent jurisdiction in the State of New York with venue in Tompkins County.

I hereby certify that I am physically fit and able to participate in this course.

I certify that I am of lawful age and legally competent to sign this Waiver and Release of Claims. If a minor, I understand this form needs to be signed by my parent or legal guardian. I understand the terms herein are contractual.

<b>I have read and fully understand the above warnings and agreement to assume risks, as well as the waiver/release of claims. I have signed this document of my own free will, and agree to the terms outlined herein.</b>		
_____ Participant's Signature	_____ Participant's Name <i>(printed clearly)</i>	_____ Cornell ID# <i>(if applicable)</i>
_____ Participant's Date of Birth	_____ Participant's Age	_____ Net ID
_____ Parent/Legal Guardian Signature <i>(if participant is under 18 years old)</i>	_____ Parent/Legal Guardian Name <i>(printed clearly)</i>	_____ Today's Date