

# Rock Climbing

## Pittsburgh Connections Kick-off 2009



Saturday, August 22, 2009  
Bus Departs: 8:15 a.m.  
From: UC Turnaround  
Bus Returns: 4:00 p.m.

Thank you for signing up for Venture Outdoors' Rock Climbing as part of Pittsburgh Connections Kick-off 2009.

Imagine the feeling of using your own two hands and feet to move your self up the side of a cliff. Rock climbing is a popular outdoor sport; it's great for strength and confidence building. We will hike a short distance over easy terrain to reach our climbing area. Once there, we will learn about equipment, safety, how to belay, and some climbing technique. This class is perfect for beginners. All gear is included. Your bus departs at 8:15 a.m. sharp! Please arrive early to ensure that you do not miss your bus. We will eat lunch at the climbing site whenever you are hungry. Lunch is provided. **All rock climbing gear, shoes and safety equipment will be provided.** If you have any of your own gear including shoes please feel free to bring them.

### WHAT TO BRING

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#### Essentials:

- Water
- Snacks
- Flexible/comfortable clothing
- Old pair of sneakers or rock climbing shoes (if you own them)
- Rain Gear - jacket and pants
- Small daypack/fanny pack
- Any rock climbing gear you own (optional)

Extras: lip balm, camera, hat for protection from sun or cold

*Venture Outdoors does not allow participants to bring electronic games, alcoholic beverages, illegal drugs, or firearms on any of our excursions.*

*Carnegie Mellon University*  
**GENERAL RELEASE**

I want to participate in the **Pittsburgh Connections Rock Climbing Kickoff Event** to take place on **August 22, 2009** ("Activity"). I understand that there are hazards and risks, as well as benefits, associated with my participation in the Activity. In consideration of the benefits, I, on behalf of myself and those acting on my behalf, irrevocably and unconditionally release, waive, and promise not to sue Carnegie Mellon University ("Carnegie Mellon") and those acting on its behalf, from/for any and all liabilities, losses, injuries, damages, claims, demands, actions and/or causes of action arising from or connected with my participation in the Activity, including but not limited to, transportation connected to the Activity and the securing of medical treatment.

The laws of the Commonwealth of Pennsylvania shall apply to this release. If any of the provisions in this release are declared illegal, unenforceable, or ineffective, such provisions shall be deemed severable, and all other provisions contained in this release shall remain valid and binding. I sign this release with the intent to be legally bound by it. I am an adult (18 years of age or older), competent to sign this release (or I am under 18 and my parent/guardian is co-signing below). I am signing this release voluntarily. I have read this release and I understand its contents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Birth

**IF THE STUDENT IS UNDER 18 YEARS OLD A PARENT/GUARDIAN MUST CO-SIGN BELOW:**

I want my son/daughter to participate in the above Activity. I understand that there are hazards and risks, as well as benefits, associated with participation in the Activity. In consideration of the benefits, I, on behalf of myself, my son/daughter, and those acting on our behalf, irrevocably and unconditionally release, waive, and promise not to sue Carnegie Mellon and those acting on its behalf, from/for any and all liabilities, losses, injuries, damages, claims, demands, actions and causes of action arising from or connected with his/her participation in the Activity including but not limited to, transportation connected to the Activity and the securing of medical treatment.

The laws of the Commonwealth of Pennsylvania shall apply to this release. If any of the provisions in this release are declared illegal, unenforceable, or ineffective, such provisions shall be deemed severable, and all other provisions contained in this release shall remain valid and binding. I sign this release with the intent to be legally bound by it. I am an adult (18 years of age or older), competent to sign this release. I am signing this release voluntarily. I have read this release and I understand its contents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# VENTURE OUTDOORS

## Acknowledgment and Assumption of Risk

I acknowledge that by signing this document, I am releasing Venture Outdoors, Inc. (VO) and their respective agents, employees, members, sponsors, promoters, partners, officers, directors and affiliates (collectively "Releasee's") from liability. This release form is a contract with legal consequences. I have been advised to read it carefully before signing.

Venture Outdoors activities covered by this document include: hiking, biking, canoeing, kayaking, rafting, camping, backpacking, snowshoeing, cross country skiing, swimming, fishing, in-line skating, trail maintenance, cleanups, rock climbing, caving, dog activities, outdoor leadership training and any other recreational or educational program offered by Venture Outdoors.

Although VO has taken reasonable steps to provide me with appropriate equipment and skilled staff for the outing for which I have registered, I acknowledge that the activities of this outing have risks, including certain risks which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that VO does not want to frighten me or reduce my enthusiasm, but considers it is important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks:

- VO courses and outings may occur in remote places, many miles from medical facilities. Communication and transportation can be difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction, despite reasonable maintenance and use.
- Travel is by vehicle, snowshoe, skis, foot, canoe, kayak and other means, over rugged unpredictable off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling, drowning and others usually associated with such travel, including environmental risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes or predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- VO activities are conducted indoors and outdoors, day and night. Physical activities include running, sustained climbing, hiking and repetitive lifting.
- Decisions are made by the instructors, trip leaders and participants usually in a wilderness setting, based on a variety of perception and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a student's or participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- VO participants, including minors, will have unsupervised free time before, during and after their course or outing. Free time activities are not part of the VO program and are at the sole risk of the participants. VO has no responsibility for such activities. VO staff and volunteers may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and not for VO.

I am aware that VO activities include risks of my injury or death. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and in full knowledge of the inherent risks.

I acknowledge that engaging in this program may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff and volunteers of VO have been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I represent that I am fully capable of participating in the program, without causing harm to others or myself. Therefore I, and my parent(s) or guardian if I am a minor, assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein, those inherent risks and dangers not specifically identified, and as a result of my negligence or otherwise wrongful conduct in participating in these activities. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasee's and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasee's), **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

I agree it is my sole responsibility to be familiar with the Releasee's rules, and any special regulations for the event. I understand and agree that situations may arise during the event which may be beyond the immediate control of VO. I will follow the instruction and guidance of the trip leader(s). I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

In addition, I hereby grant full permission to the trip leaders, the Venture Outdoors and their respective agents, boards, commissions, and any other involved parties of the foregoing to use photographs, videotapes, motion pictures, or any other record of this event, including my name, likeness and/or voice for any legitimate purpose, including for advertising display, audiovisual presentations or otherwise.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Name (print) \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Ethnicity (optional) \_\_\_\_\_

Emergency contact: \_\_\_\_\_ Phone # \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Today's date: \_\_\_\_\_

**Consent and Release of Parent or Guardian** (Only to be filled out for children under the age of 18)

I am the parent or guardian of \_\_\_\_\_ (Child). My Child is fit for the VO event, and I consent to my Child's participation. In consideration of allowing my Child to participate, I consent to it and agree that **ALL OF ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasee's (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in this activity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the activity.

Initial Here \_\_\_\_\_

I HAVE READ AND I UNDERSTAND ALL OF THE PROVISIONS OF THIS DOCUMENT. I UNDERSTAND THAT VENTURE OUTDOORS IS RELYING UPON MY SIGNATURE AND WOULD NOT PERMIT MY CHILD TO PARTICIPATE IN THE ACTIVITIES OF VENTURE OUTDOORS IF I DID NOT SIGN THIS RELEASE, AND I AM SIGNING THIS RELEASE VOLUNTARILY AND WITHOUT ANY COERCION.

I permit the use of any photos, slides, films, or sketches of my Child taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

**In addition, VO is authorized to obtain or provide emergency hospitalization, surgical or other medical care for my child.**

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Name of parent or guardian (print) \_\_\_\_\_

Signature of parent or guardian \_\_\_\_\_ Today's Date: \_\_\_\_\_



**EXKURSION**

4037 William Penn Highway  
Monroeville, PA 15146

**READ CAREFULLY BEFORE SIGNING**  
**WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in any way in EXKURSION furnishing services and/or equipment to enable me to participate in EXKURSION'S activities, I \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of EXKURSION'S equipment and my participation in EXKURSION'S activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of EXKURSION; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of EXKURSION, or by any other person; and

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of EXKURSION immediately; and

I, on behalf of myself, my personal representatives, assigns, next of kin, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify EXKURSION and its owners, officers and employees, agents, officials, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity, from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of EXKURSION'S equipment or my participation in EXKURSION'S activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of EXKURSION, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which EXKURSION or its agents as a party shall be either the Town of Monroeville, Pennsylvania Justice Court or the County or State Supreme Court in Allegheny County.

I affirm that I am not, at the signing of this document, under the influence of alcohol or controlled substances, and will not carry, use or consume these substances before or during scheduled activities.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE EXKURSION FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE	AGE	DATE
NAME (PRINTED)	ADDRESS	STATE      ZIP

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**  
**(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, so consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE (print name)