Acknowledgement and Assumption of Risk – Flatwater/Whitewater Paddling

Welcome to the CORE program. In the interest to permit CORE to exist and to serve the outdoor recreation community without fear of liability, we ask that you join in this contract. The first part is for you to acknowledge that you understand the risks involved in this outdoor activity and the second part is a release of liability. Your signature below indicates your understanding that the terms “outdoor activity” or “activity” encompass all aspects of the activity, including preliminary and subsequent matters, such as, but not limited to, getting outfitted for the activity, maintaining, repairing, transporting, loading or unloading equipment, and travel to and from the activity site. If, after reading this waiver you decide not to participate, please contact the CORE office.

I understand and accept that whitewater paddling in a canoe, kayak, or inflatable craft exposes me to numerous unknown and unanticipated risk which could result in personal injury, death or damage to my property or myself. Some of the risks or factors creating risks include, but are not limited to the following:

- the hazards of travel in an inflatable craft, a canoe or kayaking in rough water conditions;
- water hazards including boulders, trees, and other obstacles, waterfalls, holes, reversals and other water formations;
- water hazards/hazards caused by other watercraft on the lake, including kayaks, canoes, sailboats, power boats, personal watercraft;
- swimming/floating in unfamiliar and sometimes turbulent water;
- drowning, foot and body entrapment, brain damage, paralysis or even death;
- man-made objects on the lake or in the river including but not limited to ropes, bridge pilings and metal junk;
- hiking or walking in rugged terrain including slippery rocks;
- injuries inflicted by animals, insects, reptiles or plants;
- using paddles, ropes and other paddling equipment;
- accidents or illness in remote locations without medical facilities;
- difficult extensive evacuations;
- carrying, loading or unloading of inflatable craft, canoes, kayaks and other river equipment
- the forces of nature including lighting, weather changes, river level changes and others not named;
- my physical condition, the physical exertion associated with paddling and swimming in turbulent lake or whitewater;
- travel in a vehicle not driven by me;
- psychological stress associated with the aforementioned risks or witnessing the injury or death of another participant.

I agree to accept and assume all responsibility for and risk of personal injury, illness, death or damage to myself or my property arising from my participation in this whitewater activity. I understand these risks are inherent to whitewater activities. My participation is voluntary; I choose to participate in this water activity in spite of these named and other unnamed risks. I am solely responsible for deciding to participate in this activity and am solely responsible for deciding what equipment to take whether to participate and whether to participate in any rescue or recovery of equipment. I am solely responsible for deciding whether to participate in or continue on any whitewater trip.

I understand my responsibility in decision making. I agree to obey all CORE rules and regulations while participating in this paddling activity.

I have carefully read and understand this Acknowledgement and Assumption of Risk. I also understand that I will be asked to read carefully, understand and sign a separate 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