Clemson University Assumption of Risk and Release of Liability for Clemson HOPE

I, ________________________________________________________________________, acknowledge that I would like to participate in the Clemson HOPE program at the Clemson University Outdoor Lab. I understand that Clemson HOPE is a program designed to assist students with disabilities to live independently and acquire vocational skills to assist in preparing them for employment. Clemson HOPE students will live together in cabins in groups of 2-3 with one resident assistant. I understand that I am responsible for my own personal hygiene; I may be a passenger on occasion in a vehicle driven by a Clemson HOPE staff or volunteer; I will have access to some kitchen equipment, including, but not limited to, a microwave, refrigerator, stove, oven and other appliances and tools; I will have access to a shower in my residence; I will live in an environment that has lake access; I will occasionally travel to the university campus for special events, such as sporting and entertainment; I understand that Clemson HOPE is not a degree granting program and I will not receive a Clemson University diploma as a result of participating in or completing this program.

In consideration for participation in Clemson HOPE, I the undersigned, acknowledge, appreciate and agree that:

1. There are inherent risks involved with Clemson HOPE, including but not limited to getting lost, household burns or other injuries associated with cooking appliances, illness, disease, head injuries, cuts, infections, broken bones, sprains, wounds, bites, falls from a height, car or bus accidents, pedestrian accidents and I choose to voluntarily participate in Clemson HOPE with full knowledge that it may be hazardous to me and my property. I voluntarily assume full responsibility for any risk of loss, property damage or personal injury, including death, which may be sustained by me as a result of my participation.

2. I certify that I have adequate health insurance necessary to provide for and pay for any medical costs that may directly or indirectly result from my participation in Clemson HOPE. I agree to pay for any medical costs that exceed the limits of my insurance coverage.

3. I understand that Clemson HOPE is physically strenuous and I know of no medical reason why I should not participate.

4. I understand that if I violate the Clemson HOPE Code of Conduct (see attached), I may be suspended or expelled from the program.

5. I hereby release, waive, and discharge Clemson University, the Clemson Outdoor Lab and their Boards of Trustees, its officers, agents, employees and representatives from all claims, demands, liabilities, rights and causes of action of whatever kind or nature, that may result from or occur during my child’s participation in Clemson HOPE, whether caused by negligence of the UNIVERSITY, the Clemson Outdoor Lab, their Boards of Trustees, officers, agents, employees or representatives or otherwise. I also agree to indemnify and hold harmless the UNIVERSITY and the Outdoor Lab for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my negligent or intentional act or omission while participating in Clemson HOPE.
I HAVE CAREFULLY READ THIS PERMISSION AND RELEASE OF LIABILITY AND HAVE HAD SUFFICIENT TIME TO SEEK EXPLANATION OF THE PROVISIONS CONTAINED ABOVE. AFTER CAREFUL CONSIDERATION, I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

_________________________________________________________  
PARTICIPANT’S SIGNATURE  
_________________________________________________________  
DATE

Signature witnessed by:

_________________________________________________________  
Witness

I, (print name) ____________________________________________ am the parent or legal guardian of the participant who has signed above. I have read and I understand the Provisions of this document, I consent to the participant taking part in Clemson HOPE described above, and I fully enter into and agree to the above Assumption of Risk and Release from Liability.

_________________________________________________________  
Signature of Parent and/or Legal Guardian  
_________________________________________________________  
Date

Signature witnessed by:

_________________________________________________________  
Witness