

# DUKE UNIVERSITY

## PARTICIPATION AGREEMENT

You have requested to participate in the Beaufort Student Leadership Retreat from August 15-28, 2008 in Durham, Cary, and Beaufort, NC. This activity is sponsored by the Office of Student Activities and Facilities (OSAF) at Duke University. All activities, including those associated with travel, involve risks and it is important for you to have information about this activity and to provide OSAF with information about yourself before participating in this activity. The Participation Agreement must be read carefully and signed by all participants who take part in the activity offered by OSAF.

### PLEASE READ THIS AGREEMENT CAREFULLY.

**IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN THIS ACTIVITY.**

In consideration of Duke University allowing me to participate in this activity, I agree and understand the following:

1. **Risks of Activity: The risks of the proposed activities include but are not limited to personal property damage and bodily injury including dismemberment, paralysis, or death.**
2. **Nature of Risk and Travel:** I understand that I will be participating in activities **including but not limited to:** Low-ropes challenge course, Travel to Cary, NC, Beaufort, NC and back to Durham, NC by charter bus, structured and instructed recreational and physical activities including games, activities on Beaufort campus and on the beach as well as Canoeing or other marine activities
3. **Inherent Risks and Dangers of Travel:** I understand and appreciate that risk and dangers are inherent when traveling long distances. I understand that not following procedures correctly could result in property damage and personal injury, including death. I agree to accept and assume all risks associated with the activity whether present or future, known or unknown, arising from or as a result of, my voluntary participation in the activity. Understanding all of the risks involved, I hereby elect to voluntarily participate.
4. **Behavior Expectations of the Participant:** I know that it is important to follow the directions of the activity leader at all times. I understand that as a participant I have the responsibility to help make the activity a safe experience for all participants through appropriate behavior and conduct. I also understand the danger associated with deviating from the planned activity and agree not to deviate from the plans as stipulated in the procedures.
5. **Health Condition of the Participants:** By signing this participation agreement you agree:
  - ❖ To furnish the OSAF staff with your health information.

- ❖ To inform the OSAF staff of any medication, ailment, condition, or injury that may affect your performance in the activity
- ❖ That Participant will bear all financial responsibility for any medical treatment arising from participation in the activity.
- ❖ I understand that the University reserves the right to make cancellations, changes or substitutions in cases of emergency or changed conditions or in the interests of the group.
- ❖ I understand that as a participant in this Duke University program, I am a representative of Duke University. By signing this agreement, I pledge to conduct myself in a manner, which reflects favorably on all.
- ❖ I understand that Duke University requires all participants to be covered by appropriate health and accident insurance and those participants and their families must be financially responsible for all medical expenses and for expenses related to evacuation and repatriation unless otherwise provided. In addition, I understand that payment for medical expenses customarily is advanced and reimbursement sought later from the insurance carrier. Duke University requires that any participant planning to operate a motor vehicle obtain liability and collision insurance that will cover him or her in the applicable foreign countries. Duke University also recommends that participants insure their property against loss or theft.

## **1. RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

In return for Duke University allowing me to participate in this activity and having read and understood this Participation Agreement, I hereby state that I voluntarily agree to the following:

A. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE , Duke University, its trustees, officers, employees or agents, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me that occurs as a result of my traveling to and from, and participation in this activity.

B. I agree to INDEMNIFY AND HOLD HARMLESS the RELEASEES whether injury or damages is caused by my negligence, the negligence of the RELEASEES or the negligence of any third party from any loss, liability, damage or costs, including court costs and attorneys' fees, that RELEASEES may incur due to my traveling to and from, and participation in this activity.

C. It is my express intent that this RELEASE and HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE,

WAIVER, DISCHARGE and COVENANT NOT TO SUE the above-named  
RELEASEES.

D. I hereby further agree that this Participation Agreement, Release, Assumption of Risk, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the state of North Carolina.

E. If I deviate from any aspect of this activity, such deviation is purely voluntary, and I agree that RELEASEES shall not be liable for any injuries resulting or arising out of such deviation.

F. I understand that by participating in this activity I will ASSUME THE RISK of injury and damage from risks and dangers that are inherent in any activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing PARTICIPATION AGREEMENT, understand it, and sign it voluntarily.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian (if participant is under the age of 18)

\_\_\_\_\_  
Date



# DUKE MEDICAL INFORMATION FORM

## PARTICIPANT INFORMATION

Participant's Name \_\_\_\_\_

Permanent Address \_\_\_\_\_ Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_

## MEDICAL EMERGENCY CONTACT INFORMATION

Person to Contact First:

Backup Contact (Relative or Friend):

Name \_\_\_\_\_

Name \_\_\_\_\_

Relation to Participant \_\_\_\_\_

Relation to Participant \_\_\_\_\_

Daytime Phone ( ) \_\_\_\_\_

Daytime Phone ( ) \_\_\_\_\_

Evening Phone ( ) \_\_\_\_\_

Evening Phone ( ) \_\_\_\_\_

Are you allergic to any medications? \_\_\_\_\_

List current perscriptions/medications \_\_\_\_\_

## INSURANCE POLICY INFORMATION

Are you covered by health insurance? \_\_\_\_\_

Policy Holders Name \_\_\_\_\_ Policy Holders Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ Relation to Participant \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Occupation \_\_\_\_\_

Employers Address \_\_\_\_\_

Insurance Company Name \_\_\_\_\_

Insurance Company Address \_\_\_\_\_

Policy # \_\_\_\_\_ Plan # \_\_\_\_\_