

WILDERNESS INSTITUTE
Acknowledgement and Assumption of Risks; Release; Indemnity

The Wilderness Institute is an intensive, experientially based summer school course involving skill acquisition and field experiences in hiking, orienteering, camping, backpacking, rock climbing (including bouldering, top rope and multi-pitch climbing), mountaineering and paddling (rafting, kayaking). The Institute is divided and sequenced (roughly) into five sections:

- 1) Pre-Institute orientation sessions with emphases on risk management, fitness, skill development and general preparation;
- 2) Rock climbing (front and/or backcountry) with an emphasis on technical skills, resource management issues, adventure programming and leadership; may include bouldering, top rope, and multi-pitch climbing;
- 3) Backpacking/mountaineering expedition (10-12 days) with an emphasis on fundamental outdoor living skills and resource management issues. Solos may also be included in this section;
- 4) Whitewater canoeing, including 32-40 hours of American Canoe Association (ACA) whitewater curriculum curriculum; and
- 5) Caving, including non-technical and technical experiences. Technical experiences include descending and ascending in local Virginia caves.

The Wilderness Institute offers an intensive curriculum emphasizing safety and judgement, leadership styles and group dynamics, environmental ethics/issues, and outdoor skills and personal growth.

The nature of the activities that provide the structure of this course involve a variety of risks, including inherent risks that cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of this course can be causes/sources of loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. The agents, employees, instructors, contractors, and all other persons or entities associated with the Wilderness Institute as offered by the Department of Recreation, Parks and Tourism and Radford University think it is important to inform participants of expectations and risks, both known and unknown, anticipated and unanticipated, described and undescribed. The following describes some, but not all, of those risks:

Expedition Style and Remoteness

During the Wilderness Institute, participants live, camp and travel in the outdoors where they are subject to numerous risks, environmental and otherwise. Certain sections of the course will occur in remote areas where communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed. During the 30+ days in the field, participants live outdoors, prepare their own meals, and attend to personal care. The expedition format emphasizes responsibility, hands-on learning and application of new skills in a variety of situations.

Regardless of where we are, all staff and participants are expected to abide by the following:

- All course policies and procedures;
- All RU student, staff and faculty conduct codes and policies, unless specifically modified or adapted to the wilderness context;
- RU Outdoors General Policies for Program Participants; RU Outdoors Staff Manual;
- All park, reserve, natural resource, campground and camping rules and regulations;
- Professional standards and ethics;
- All safety rules and regulations; and
- All other expectations as stated and discussed throughout the Institute.

Environment

The Wilderness Institute is a dynamic course that moves to various sites in order to maximize the resources available and the experience of the participants. Several activity sites involve variable and

unpredictable weather patterns as a result of elevation and location. Temperature differentials could range from between 10-20 degrees Fahrenheit at night to daytime highs in the 70-90's. Rain, hail, lightning and high winds are probable and should be expected. Weather may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, lightning strikes, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Hiking/Wilderness Camping/Backpacking

The Wilderness Institute incorporates outdoor living skills, hiking, and wilderness camping and/or backpacking (both front- and backcountry) into each section of the course. During these activities certain inherent risks and dangers may be present or occur. These risks include but are not limited to: hazards of falls and slips while walking, hiking, or climbing on terrain that is not improved; accidents or injuries related to the use and handling of camping and backpacking equipment; accidents or illness in remote places without medical facilities; and injuries inflicted by reptiles, insects and other animals. Water will require disinfection before use. Identifying and managing the hazards of crossing streams and rivers with fast moving water, falling or rolling rock, weather, bears, and other animals will be a recurring theme in the instruction.

Rock Climbing/Mountaineering

These activities will be engaged in during the majority of the Wilderness Institute. Instruction will progress from the basics of movement on rock, knots, rope handling, and belaying to anchors, rappelling and rope system management. During these activities, certain risks may be present or occur, including but not limited to: hazards of falling from height; rope entanglement; falling rocks and other debris; burns or injuries related to the handling and use of ropes and other climbing equipment; falls or slips while walking, hiking, or climbing on terrain that is not improved; accidents or illnesses in remote places; injuries inflicted by reptiles, insects, or other animals; and the forces of nature.

Whitewater Canoeing

The Wilderness Institute will include three days of whitewater canoeing instruction conducted by an independent contractor selected by The Department of Recreation, Parks and Tourism of Radford University. During the canoeing section, certain risks may be present or occur, including but not limited to: hazards of traveling on whitewater including drowning, entrapment, injuries related to the handling of canoes and equipment, failure of personal floatation device, falls and slips while walking on terrain that is not improved, accidents or illnesses in remote places, injuries inflicted by reptiles, insects or other animals, and the forces of nature.

Travel/Transportation

Travel by car, van, bus or other conveyance is necessary during the Institute. These activities have their own risks that are outside the content scope and curriculum of the Wilderness Institute. Drivers will be Wilderness Institute staff, student drivers and independent contractors selected by the Department of Recreation, Parks and Tourism of Radford University who have a valid driver's license and a safe and responsible driving record. Radford University vehicles will be driven by those authorized by the University to do so.

During the Wilderness Institute, other decisions are made by the instructors and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgement. Participants may have free, unsupervised time before and after the field portion of courses and between course sections. Throughout the course students are responsible for their own safety and for the safety of other members of the course. Without this commitment by participants to safety and individual and group responsibility and accountability, the quality of the Institute experience is seriously diminished.

By signing this form, I am acknowledging my awareness that the Wilderness Institute course includes risks of injury or death to myself. I understand the above description 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 all risks identified herein and those inherent and other risks not specifically identified. My participation in this Institute is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of, and with full knowledge of, the inherent and other risks. Although the Wilderness Institute (RCPT 476) partially meets the Department's requirements for the concentration in Outdoor Recreation, I understand that the Wilderness Institute is an elective course and that there are other course alternatives available to meet the course requirements for the Concentration in Outdoor Recreation.

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

In consideration of my participation in the Wilderness Institute, and having read and fully understood the inherent and other risks associated with my participation, I hereby release, forever discharge, and covenant not to sue Radford University and any employee, instructor or agent of Radford University and its contractor(s), and all other persons or entities associated with Radford University, from any and all present and future claims for personal injury, death, property damage, breach of contract or any other legal theory, that may be made by me, my family, estate, heirs or assigns, arising from, related to, or in any way connected with my participation or conduct in the Wilderness Institute, even if resulting in whole or in part from the negligent acts or omissions of Radford University, its agents or employees, and all other persons or entities associated with Radford University.

I further agree to indemnify and hold harmless Radford University and any employee, instructor or agent of Radford University and its contractor(s), and all other persons or entities associated with Radford University, from all damages and costs, including attorney's fees, incurred in connection with claims for bodily injury, death, property damage, or other claims which I may cause to co-participants and other third parties in the course of my participation in the Wilderness Institute.

I understand that this entire agreement is intended to be broad and as inclusive as permitted by the laws of the Commonwealth of Virginia and I agree that if any portion of this agreement is held invalid the remainder of the agreement will continue in full legal force and effect. I further agree that the venue for any legal proceedings will be in the Commonwealth of Virginia and that Virginia law shall apply to any dispute. I affirm that I am of legal age (18) and that I am freely and voluntarily signing this document after acknowledging, understanding, and appreciating all of the above hazards and considerations.

Participant (Print Name)

Signature of Participant

Date

Witness

Date