

The University of Arizona
Assumption of Risk and Personal Responsibility Agreement

THIS IS A RELEASE OF LEGAL RIGHTS – READ CAREFULLY

The undersigned University of Scranton (“Scranton”) student (“Student”) wishes to participate in a Scranton course offering entitled “BIOL 395 - Extreme Physiology” (“Course”), to be conducted from December 28, 2021 through January 22, 2022. Portions of the Course will be conducted on or will utilize the facilities, premises, and/or services of the University of Arizona (“Arizona”).

NOW, THEREFORE, in consideration for being allowed access to the facilities, premises, and/or services, provided by the Arizona Board of Regents for and on behalf of the University of Arizona for the purposes of participation in the Course, I agree as follows:

I have read and become thoroughly familiar with Scranton literature and other materials describing the nature and physical demands of the Course. Although reasonable safeguards have been taken to provide appropriate equipment and facilities so I can participate in the Course, I acknowledge that the Course is not without risk and the safeguards taken cannot constitute a guarantee against injury.

In particular, I acknowledge the existence of risks in connection with my participation in the Course, as well as my use of Arizona’s equipment, facilities, premises, clinics and services. My participation in the Course is purely voluntary and I hereby elect to participate with full knowledge of the risks of injury and/or illness that may result from such participation. I accept full responsibility for any injuries, illness or damage to property that I may sustain or cause by reason of participating in the Course. More specifically, I acknowledge and accept the following risks:

Possible accidents, injuries or death, medical disorders, pain and suffering, lost income and medical expenses resulting from participation in the Course, which activities may include, but are not limited to, exposure to the desert environment, prolonged bouts of exercise (i.e., cycling, hiking, running, skiing, swimming) and extreme changes in altitude.

Possible injuries and medical disorders arising out of the Course may include, but are not limited to, cardiac and pulmonary distress (including heart failure), stroke, hyperthermia, hypothermia, exhaustion, sprains, broken bones, torn muscles and ligaments, cuts, scrapes, bruises, dislocations, concussion, drowning, nerve damage, eye injury, tendonitis, and brain or spinal cord injuries, which may result in temporary or permanent paralysis, loss of bodily functions, disability, or even death.

The risks listed herein may be caused by my own actions or inactions, the actions of inactions of others participating in the Course, or the conditions under which the Course takes place or is conducted. Some activities are performed individually, while other activities may involve other participants.

I acknowledge the existence of certain rules and procedures concerning my participation in the Course and use of Course equipment, facilities, clinics, and premises, and I agree to abide by those rules and procedures. In particular, while participating in the Course on Arizona property, I agree to abide by and be subject to any and all applicable Arizona Board of Regents and Arizona policies and procedures governing student conduct and campus use, including but not limited to the Student Code of Conduct. I further agree to inspect the premises, equipment, and facilities prior to participating, and to immediately discontinue participating in any activity or using any equipment that appears to be malfunctioning or otherwise unsafe. I further agree to immediately report such unsafe conditions to a Course official.

I acknowledge that participating in the Course may require a degree of skill and knowledge and that I have responsibilities as a participant. I acknowledge that Scranton staff is available to attempt to more fully explain to me the nature and physical demands of the Course and the inherent and other risks, hazards and dangers associated with my participation in the Course.

I have read and understand this Agreement. **I am aware of the level of exertion required to participate** in the Course and acknowledge that I have the requisite skills and fitness level to participate in the Course without causing harm to myself or to others. I have verified with my physician or other medical professional that I have no past or current physical or psychological conditions that might affect my ability to participate in the Course. I authorize Course officials to obtain or provide emergency hospitalization, surgical or other medical treatment for me and acknowledge that I will be financially responsible for any injury, damage or cost which might arise out of or be incurred in connection with such emergency medical treatment.

I understand that this Assumption of Risk and Personal Responsibility Agreement is governed by the laws of the State of Arizona. I agree that if any portion of this Agreement is held to be invalid, the balance shall continue in full force and effect. **My decision to sign this Agreement is purely voluntary.** I hereby release and discharge Arizona from any claims, suits, liability, demands, losses or damages on my account caused or alleged to be caused in whole or in part by my participation in the Course. I further agree that if I or anyone on my behalf makes a claim or files suit against Arizona, or any of its employees stemming from my participation in the Course, I will indemnify, save and hold Arizona and such individuals harmless from any and all litigation expenses, attorney's fees, loss, liability, damages, or costs that are incurred as the result of such claim or suit.

I hereby acknowledge that 1) I have read, understand and accept the terms and conditions stated in this Assumption of Risk and Personal Responsibility Agreement (including such parts as may subject me to personal financial responsibility), set forth above, and 2) I agree to be bound by all of the terms and conditions set forth herein. I further acknowledge that this Agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate.

NAME OF STUDENT PARTICIPANT (Please print)

X _____ Date _____
Signature of Student Participant

Parent/legal guardian consent required for student participants under the age of 18:

I am the parent/legal guardian of _____. I have read the foregoing Assumption of Risk and Personal Responsibility Agreement, agree to its terms, and hereby give permission for _____ to participate in the Course.

PARENT LEGAL GUARDIAN NAME (Please print)

X _____ Date _____
Parent/Legal Guardian Signature