

\_\_\_\_\_  
(Date)                      (Course/Training)                      (Activity)

**RISK & BEHAVIOR ACKNOWLEDGEMENT  
(Canoeing, Kayaking, Rafting, Paddleboarding)**

I, if I am an adult participant, or joined by my parents or guardian if I am a minor in my state of residence, agree and acknowledge for myself and on behalf of the minor participant for whom I sign, as follows:

**AGREEMENT**

I understand and acknowledge that rules and standards as outlined by the Ozarks Student Handbook as well as the behavioral expectations stipulated by the sponsor of the event apply to this event.

I understand and acknowledge that Ozarks does not maintain medical insurance for me or any other participant in this event. I agree to maintain adequate insurance for any medical injury which may be suffered by me as a result of my participation in this event.

Ozarks is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me or for the minor participant. I understand that situations may arise in which third party medical care is not available and which require Ozarks staff to provide first aid and possibly more advanced procedures. Such care will be provided under the guidance of the Ozarks Medical Advisor by way of Ozarks' written Medical Protocols. Any such third party medical care provider is authorized to exchange pertinent medical information with Ozarks. Costs associated with medical services, including evacuation shall be borne by me.

I agree to be responsible for any damage I, or the minor participant, may cause to the property of Ozarks and/or others. Ozarks is not responsible for loss, theft or damage to a participant's personal belongings at any time during this event, including storage by Ozarks or others.

Ozarks and persons designated by them may use my or the minor participant's photograph for sale or reproduction in any manner Ozarks chooses, including for advertising display, audiovisual presentations or otherwise.

Ozarks, as provider of services, will operate under a covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities, or problems in the group; and/or refuse or terminate the participation of any person they judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept Ozarks' right to take such actions for the safety of me and/or other participants.

I acknowledge that the staff of Ozarks has been available to more fully explain to me the nature and physical demands of events and the inherent risks, hazards, and dangers associated with related activities.

Any dispute between me or the minor participant and Ozarks will be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Arkansas, and any mediation or suit shall occur or be filed only in the State of Arkansas.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

**ACTIVITIES AND RISKS**

I understand that this canoeing/kayaking/rafting/paddle boarding event is taught and/or conducted in a classroom and an outdoor setting. The outdoor portions will occur during the day or at night in various types of environments from grass lawns to rugged wilderness-like terrain and in weather conditions that include heat, cold, wind, snow or rain or other conditions.

I acknowledge that the activities of this event have risks, including certain risks which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that Ozarks considers it important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, not all, of those risks.

- *Risks involved in location.* Rafting, canoeing, kayaking, rafting, paddle boarding and related activities may occur in remote places. It may occur on lands open to the public. Risks and hazards vary from location to location and may include but are not

limited to uncontrollable traffic; unfamiliar and unpredictable civilians; difficulty in transportation or communication; evacuations being significantly delayed; and lifesaving services or immediate medical care being unavailable in the case of injury.

- *Risks involved in environment.* The activities are conducted in rugged unpredictable difficult terrain and walking conditions in flowing water, along the shore and trails where footing can be awkward. Hazards include natural or man-made objects such as trees, rocks, logs, branches, other vegetation, driftwood or other debris, walls or bridge abutments; wet surfaces, mud, holes, bumps; often steep and narrow trails; loose footing and steep and/or slippery slopes; boulders, rocks, loose gravel and dirt; forest growth, downed timber; rocks, branches, trees or other debris rolling or falling from overhanging areas; flowing water conditions that may change quickly, including water level, waves, currents, eddies, whirlpools, flash floods, deep and cold water temperatures; contact with insects, reptiles as well as aquatic and land animals, including predators, and poisonous plants, in the water or on land; weather conditions that may change quickly without notice, including temperature, wind, precipitation, lightning, avalanches, excessive heat and sun, other unpredictable forces of nature; and other terrain, natural and man-made hazards including but not limited to waste and debris that may become more hazardous and dangerous due to weather or other causes. Possible injuries and illnesses include blisters, burns, abrasions, lacerations, contusions, fractures, concussions, internal trauma, overexertion, hypothermia (being too cold), hyperthermia (being too hot), frostbite, sunburn, heatstroke, dehydration; falling partway or to the ground; impacting the rock face or other projections; other mild or serious conditions resulting from interaction with the environment.
- *Risks involved in physical activity.* CANOEING, KAYAKING, RAFTING AND PADDLE BOARDING CAN BE HAZARDOUS ACTIVITIES! Rafting, canoeing, kayaking, rafting, paddle boarding and related activities may be strenuous, physically and emotionally. Other related activities vary, but can include hiking, running, wading, swimming, portaging, repetitive lifting and carrying, including heavy objects or participants, sustained use of arms and legs, loading or unloading of equipment; cleaning up litter and a variety of materials; similar activities. Hazards associated with these activities include other people, equipment that can cause injury resulting from use, misuse or malfunction as well as with natural or man-made objects. Risks include capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting watercraft, and resulting swims in rapids; collision with people or equipment, or being pinned against people or equipment both inside and/or outside watercraft, as well as the watercraft itself and other watercraft, and with natural or man-made objects in the water (whether hidden or visible) located in or floating upon river or on river bank, or due to water immersion or being trapped in a wave “reversal”; hair, clothing, jewelry and other items worn may get caught or entangled in ropes or other equipment; entanglement or entrapment in ropes, equipment, clothing, or other worn objects; choking or strangulation if caught in rescue equipment, ropes, clothing or other worn objects; foot or leg entrapment on the river bottom or entrapment due to lines or other gear in watercraft. Other risks include increased physical exertion, overexertion, dehydration, hypothermia (being too cold), hyperthermia (being too hot); blisters, sunburn or other burns; falling; becoming lost or disoriented; unwelcome touching, being dropped or otherwise mishandled while rappelling, belaying or being belayed, assisted, rescued, evacuated or similar activities; coming into contact with hazardous materials; other risks usually associated with such travel. Possible injuries could include injury to extremities, hand, arm, torso, genitalia or head, contusions and abrasions due to falls, collisions, striking parts of watercraft or being struck by other objects while in watercraft; injury to a foot, ankle, knee or other part of a leg due to entrapment in watercraft, or otherwise being trapped or crushed while in watercraft; knee injuries while getting into or out of watercraft; rotator cuff or shoulder injuries incurred during bracing or similar activities; muscular or skeletal injury, dislocation, sprain or strain, and due to lifting heavy objects or participants. Other injuries associated with such risks include personal injury or property damage to (or loss of) property or property owned by others; sunburn or other burns, heatstroke, frostbite, abrasions, lacerations, contusions; fractures, concussions or other skeletal injury; suffering gastro-intestinal complications or allergic reactions; muscular or skeletal injury, dislocation or strain due to physical exertion, especially in wrist, shoulder and back; knee injuries, rotator cuff or shoulder injuries; tendonitis or other repetitive strain injuries; internal trauma; mental or emotional trauma; other mild or serious conditions.
- *Equipment failure or misuse.* Equipment includes, without limitation, canoes, kayaks, paddleboards, patching materials, personal flotation devices (PFDs), trailers, ropes, tubular webbing, carabiners, helmets, knives, clothing, footwear, tents and stakes, sleeping bags, sleeping pads, water containers, water filters, stoves, fuel canisters, lights, packs, storage containers, medical and rescue equipment. Associated risks include getting entangled in equipment, colliding with or impacting objects; participants’ or others’ misuse of equipment; breaking, failure or malfunction (including manufacturing or other defects, both apparent and latent) of equipment; inadequate repair or maintenance of equipment. Possible injuries could include blisters, burns, abrasions, lacerations, contusions, fractures, concussions and internal trauma resulting from interaction with equipment. This includes equipment rented or borrowed from Ozarks. Ozarks cannot take responsibility for the quality or safety of equipment provided by individuals or private contractors who do not represent the university.

- *Risks associated with travel.* Travel can be on foot or by vehicle or other means to and from sites that may involve both well-maintained public roads and poorly or unmaintained back roads, and can be over rough and unpredictable terrain in snow, sleet, rain, water crossings, or other adverse weather conditions, all of which present potential risk of accident or injury. Ozarks may provide transportation using a variety of vehicles, including 15-passenger vans, 12-passenger vans, passenger cars, busses or trucks, which may or may not be owned and/or operated by Ozarks, all of which may involve risks of different kinds. Risks associated with transport include rapidly changing road and highway conditions, accidents or collision with stationary or moving objects; vehicular or pedestrian accident while being transported or walking to or from activity sites.
- *Risks regarding personal transportation.* Ozarks may require participants to arrange their own transportation to locations away from the campus from which further activities will be conducted. This travel is not supervised by Ozarks, and Ozarks assumes no responsibility for vehicles left unattended, including the use of personal vehicles and/or carpooling in vehicles not owned or controlled in any way by Ozarks. Participants obtain their own level of risk when using personal vehicles for transportation that Ozarks cannot be accounted for.
- *Risks regarding personal time.* Ozarks participants, including minors, may have “free” time before, during and after events. Ozarks has no responsibility for participants during their free time before or after events. Ozarks staff may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and Ozarks is not responsible for their conduct. Even during events Ozarks cannot continually monitor the behavior and activities of participants, and participants must accept responsibility for themselves and others whether or not under the direct supervision of Ozarks staff.
- *Risks regarding others.* Participants may be exposed to the acts of persons not associated with Ozarks. Ozarks may from time to time use the services of private contractors for certain tasks, including, for example, transportation, food service or training. Ozarks is not responsible for acts or omissions of such contractors. Risks and hazards include colliding with or impacting other persons, bikes, vehicles or animals; discharge of weapons in or near the area of activity, inappropriate and/or unlawful behavior of others and more.
  - During events participants will around other people and in some cases up close and personal with them. Ozarks event sponsors want everyone to feel comfortable during these times. All participants should be respectful of others. While on site, the instructors will be communicating with each other and participants, so participants should remain aware and help maintain a safe and quiet environment.
  - Participants are expected to participate fully within the living community. This includes participating in general activities as assigned by the Ozarks staff or instructors, managing personal living needs within the context of the group, and assisting others with their needs as they become apparent. Participation requires undertaking any responsibility allocated to the participant that will aid the group as a whole and achieve the desired result. Living with other people in close conditions requires practice in understanding and tolerance. All participants should be prepared to work within the group's dynamics.
- *Risks in decision-making.* Participants must make judgments and decisions as they participate in any school related event or activities. Therefore, too, Ozarks staff must make judgments and decisions as they assist participants. Decisions made by the instructors, other staff (including volunteers), contractors and participants will be based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Consequently, there are risks involved in decision-making and conduct, including, without limitation, the risk that a staff member may misjudge a participant’s abilities or fitness level. Misjudgments may pertain to, among other things, a participant’s capabilities, the activity, environment, terrain, water and weather conditions, natural hazards, routes, medical conditions, and the consumption of tainted food or drink, exposure to polluted or contaminated water, including Giardia or Cryptosporidium. Risks include error or negligence on the part of the instructor(s), including inadequate instruction or assistance; improper first aid, emergency treatment or other attempted rescue services. Risk also includes error or negligence on the part of the participant(s), including not being aware of one’s physical condition, the physical exertion associated with rafting, canoeing, kayaking, rafting, paddle boarding or related activities; overestimated ability, not regulating pace to avoid or negotiate obstacles, not using caution, exceeding skills, ability and/or acting in a reckless manner; failure or other participants’ failure to follow the safety guidelines and instructions of Ozarks staff; using any watercraft other than a raft when waterflow is 5 feet or greater (which is PROHIBITED using Ozarks watercraft), not wearing a PFD (which IS REQUIRED at all times while using watercraft, although it does not guarantee your safety) or HELMET (which IS REQUIRED at all times while using watercraft in class III or higher, although it does not guarantee your safety), etc.
- *Risks regarding conduct.* There is a potential risk that I, other participants or third parties (e.g. rescue squad, hospital), may act carelessly or recklessly or generally fail to exercise care to follow safety policies and procedures and/or follow directions given by Ozarks staff. Such policies and procedures include but are not limited to the following:

- Absolutely no harassment of any kind will be tolerated by students, staff, or administrators during courses and after course hours on Ozarks property or official university event. It is your responsibility to report any misconduct to Ozarks administration. If you are suspected of harassing others, you will be asked to leave, and your tuition will not be refunded.
- All participants under the influence of a prescription medication must inform the administration on their Health History & Authorization, and the course instructors will also have access to that information. Medications and health issues should not disqualify you from a program; instructors need to know how to help you in the event that you need it. Participants are encouraged to bring all medications needed during trip/course hours. Your instructor will help make travel accommodations for needed items (i.e., bee sting kits, inhalers, etc.).
- The University’s purpose is to ensure equality of educational opportunity while fostering an environment that promotes education, research, service, and growth and safety of all members of its community. As a participant in this event, my conduct can have an effect on the educational and other benefits intended by the course, both for myself and other participants. I agree that I will conduct myself in a manner that will support mutually beneficial interactions with other students, and is consistent with the social and legal standards of places I might visit as a part of the trip (recognizing that such standards might be significantly different from those at the University of the Ozarks, Clarksville, AR). Unacceptable behavior toward others including but not limited to sexual harassment, use of abusive language, unauthorized absenteeism and/or unwillingness to cooperate with other participants or the event sponsor(s) are all prohibited.
- From time to time, the University becomes aware of a student who may be interfering seriously with the University’s purpose because of a behavioral, mental, emotional, or psychological health condition. In these situations, the University will assist the student in withdrawing from the event. Students who are a physical threat to themselves or to others, or who create substantial impediment to the lawful activities or basic rights of other students, the university employees or visitors, may be involuntarily withdrawn from the event. This policy is in line with the university’s Involuntary Administrative Withdrawal provision found in The Talon. I understand that such actions, and/or other behavior of a similar nature or impact which, in the sole opinion of the sponsoring faculty, might be damaging to the course, or other participants, may lead to dismissal. I agree that I will receive no refunds for any missed part of the course, and I am responsible for any additional fees that may incur due to dismissal.
- I acknowledge that mixing medication with alcoholic substances can cause nausea, vomiting, headaches, drowsiness, fainting, or loss of coordination. I understand that mixing the two can put me at an increased risk of internal bleeding, heart problems, difficulty breathing, and that it may cause my medication to be less effective, useless, or even harmful or toxic to my body.
- Any dispute between me or the minor participant and Ozarks will be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Arkansas, and any mediation or suit shall occur or be filed only in the State of Arkansas.
- Such other risks, hazards and dangers associated with rafting, canoeing, kayaking, rafting, paddle boarding and related activities. These and other hazards, risks, and dangers may result in other injuries or illnesses, mental or emotional trauma, paralysis, loss of appendages, disability, cancer, drowning or death.

**ACKNOWLEDGEMENT**

I understand and acknowledge that the description above (“Activities and Risks”) of the inherent risks of events and related activities is not complete and that other risks, including unknown or unanticipated, inherent or otherwise, may result in property loss, injury, illness or death. I acknowledge the inherent risks described above and all other risks of this event, whether or not described above.

THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT HAVE READ THIS PAGE AND THE PREVIOUS PAGES AND UNDERSTANDS AND AGREES TO ITS TERMS AND PROVISIONS, AS WELL AS THE ACKNOWLEDGEMENTS OF RISKS ABOVE.

Participant Signature	Print Name	Date
Participant Signature	Print Name	Date



