

# ECUADOR BACKPACKING RELEASE

## IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

**St. Lawrence University** has done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests that **Backpacking** is not risk free. The same elements that contribute to the unique character and fun of **Backpacking**, such as the physical exertion or the **RISK**, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

## ACKNOWLEDGMENT OF RISK

You will be living, camping and traveling outdoors, where you will be subject to numerous risks - environmental and other risks. Activities vary on each trip and may include hiking, backpacking, and camping.

Meals are prepared over stoves and open fires. Water often requires disinfecting before use. Camping hazards may include burns, cuts, diarrhea, and flu-like illness.

Travel is by foot. Travel by foot is over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collisions, falling; drowning and others usually associated with such travel.

Environmental risks include rapidly moving, deep or cold water; insects, snakes, predators, and other animals; falling and rolling rock, lightning, avalanches, flash floods and unpredictable forces of nature including weather that may change to extreme conditions without notice. Additional risks include hypothermia, frostbit, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Sleeping out-of-doors can present special problems. Even without door mattresses or pads, sleeping can be uncomfortable. Sleeping outdoors where the air is subject to greater environmental changes can be uncomfortable. Insects and other animals may visit your campsite or disturb you at night.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

Also note that we will be traveling in a developing country; health facilities, transportation, and access may all differ from the US standards.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while **Backpacking**. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I certify that my family, including minor children and myself are fully capable of participating in a **Backpacking** program. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of **St. Lawrence University**. I also understand that **St. Lawrence University** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in **Backpacking**. My family and I are in good physical condition and able to undertake this activity.

**CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION**

I agree to indemnify and hold harmless **St. Lawrence University**, their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my families or my participation in these activities. I further agree to release, acquit and covenant not to sue **St. Lawrence University**, their agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of **St. Lawrence University** or my family, myself, or my heirs, against **St. Lawrence University** arising out of participation in this program. In short, I cannot sue **St. Lawrence University** and if I do I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be New York State and governed by New York State law. The terms of this agreement shall continue and be in effect after that **Backpacking** trip has ended.

As liquidated damages, I hereby agree that if **St. Lawrence University** is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay **St. Lawrence University's** costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to **St. Lawrence University** the use of my image in any photograph or video recording for any purpose of **St. Lawrence University**.

I have adequate health, disability and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this **Date:** \_\_\_\_\_.

- By checking this box, I indicate that my family and I have previous **Backpacking** experience.
- No one in my family or I have any medical condition that would prevent our participation in this activity except: \_\_\_\_\_.

|  |                       |
|--|-----------------------|
| Participant Signature  | Participant Signature |
| Printed Name   | Printed Name          |
| Address  | Address               |
| Phone  | Phone                 |
| <b>In case of emergency please contact:</b> _____                                  |                       |
| <b>Phone:</b> _____  |                       |
| <b>I carry medical insurance? Yes</b> _____ <b>No</b> _____ <b>Group No.</b> _____ |                       |
| <b>Name or Provider:</b> _____   |                       |