



**Acknowledgement and Assumption of Risk;
Waiver of Claims for Negligence and Gross
Negligence; Waiver of Rights to Compensatory
and Punitive Damages and Jury Trial; and
Agreement to Indemnify and Hold Harmless
Outdoors at UVA, Ltd. And Related Persons**

FOR OFFICER USE ONLY	
Waiver Signed?	<input type="radio"/> Yes <input type="radio"/> No
Form of Payment:	
	<input type="radio"/> Cash
	<input type="radio"/> Check
	<input type="radio"/> Online
Amount:	<input type="radio"/> \$30 <input type="radio"/> \$50
Activated By:	_____
Activation Date:	___/___/___

This Acknowledgement and Assumption of Risk; Waiver of Claims for Negligence and Gross Negligence; Waiver of Rights to Compensatory and Punitive Damages and Jury Trial; and Agreement to Indemnify and Hold Harmless Outdoors at UVA, Ltd. (collectively, the “Agreement”) provides as follows:

In consideration of the benefits of being a member of Outdoors at UVA, Ltd. (“OUVA”) and participating in its activities, I agree as follows for myself and my personal representatives, heirs, and assigns. If I execute this Agreement on behalf of my minor child, I am agreeing on behalf of such minor child and his/her personal representatives, heirs, and assigns.

I understand that ***all*** of the outdoor activities organized and led by OUVA (the “OUVA Activities”): (1) are inherently dangerous; (2) involve hazards that are known and unknown, foreseeable and unforeseeable; (3) pose a risk of severe bodily injury and death; and (4) are often conducted in locations that are distant from and inaccessible to emergency medical care. I further understand that ***all*** of the recreational and safety gear and equipment provided by OUVA (the “OUVA Gear”) for use by its members, whether while participating in OUVA Activities or independently, is subject to breakage and failure that can cause severe bodily injury and death. ***I hereby assume the risk of injury and death arising from my (or my minor child’s) participation in any of the OUVA Activities or from my (or my minor child’s) use, or misuse, of any of the OUVA Gear, whether or not such use or misuse was while participating in OUVA sponsored activities.***

I understand that those who organize and lead the OUVA Activities (the “OUVA Leaders”) are not required by OUVA to be professional outdoor guides and that any of them might act or fail to act in a fashion that could be deemed negligent or grossly negligent under Virginia law. ***I hereby waive, to the fullest extent allowed by Virginia law (including without limitation the doctrine of charitable immunity) any claim for damages (both compensatory and punitive) arising out of the alleged negligence or gross negligence I (or my minor child) might have against OUVA and its directors, officers, agents, and OUVA Leaders (collectively, the “OUVA Parties”).***

I hereby waive my (or my minor child’s) right to trial by jury.

I certify that I have (or my minor child has) no medical condition or physical impairment that might affect my (or my minor child’s) ability to safely participate in the OUVA Activities. I promise that if my (or my minor child’s) mental or physical condition changes sufficiently to

impair my (or my minor child's) ability to safely participate in OUVA Activities, I will immediately notify OUVA by email, and I (or my minor child) will suspend further participation in OUVA Activities. I promise that if I have (or my minor child has) any food allergies, they will be disclosed to OUVA in advance of my (or my minor child's) participation in any OUVA Activity.

I understand that OUVA is a not-for-profit student organization with volunteer leadership, limited financial resources, and no liability insurance. If I, or anyone acting on my behalf, were to file a lawsuit arising out of injury or death suffered by me (or my minor child) while engaging in a OUVA Activity or using any OUVA Gear, ***I hereby agree to indemnify the OUVA Parties, to hold them harmless, and to reimburse them for: (1) any damages for which any of them is found liable in such lawsuit; (2) any attorney's fees and costs any of them incur defending such lawsuit; and (3) any attorney's fees and costs any of them incur enforcing this Agreement.***

I agree that the laws of the Commonwealth of Virginia shall govern the interpretation and enforcement of this Agreement. I agree that any lawsuit against OUVA filed by anyone bound by this Agreement shall be filed solely in the Circuit Court of Albemarle County, Virginia, and in no other court, state or federal. I agree that if any portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall not be affected and shall be given its full force and effect.

By my signature below, I affirm that I have read and fully understood this Agreement.

(Print Name of Adult Participant)

(Print Name of Minor Participant)

(Signature of Participant)

(Print Name of Parent or Guardian)

Date: _____

(Signature or Parent or Guardian)

Date: _____

INSTRUCTIONS

Please print this Agreement, read it, sign it and send it to Outdoors at UVa, P.O. Box 400444, Charlottesville, VA 22904 or drop it by the post office in Newcomb Hall, box 400444. (If you are under the age of 18, you must have a parent or guardian read it and sign it for you.)

Please be sure to include your membership dues for the membership period. You can send a check made out to Outdoors at UVa.

NOTE: We encourage you to use regular postal mail, not messenger mail. Messenger mail sometimes takes weeks to get to us. You may also deliver your dues and a signed Agreement to an officer in person. Contact the officers at outdoors-officers@virginia.edu if you want to meet an officer.

Once we have received your dues, we will activate your membership and you will receive an email welcoming you to the club.