

**GETTYSBURG COLLEGE, OFFICE OF EXPERIENTIAL EDUCATION & STRAWBERRY HILL FOUNDATION  
INDEMNITY RELEASE AND WAIVER**

I am about to be engaged in the **Twisted Turkey Trail Tussle 5k, 10k, & 15k (November 12, 2016)** program of the Gettysburg College, Office of Experiential Education & the Strawberry Hill Foundation ("Program"). Please read and initial each statement below acknowledging your understanding of each.

**RECOGNITION OF RISKS.** I hereby acknowledge that I am participating in physical and recreational activities with the full realization that they may involve a significant risk of bodily injury, including death or damage to property of myself and others. These risks include, but are not limited to, the following:

**Physical exertion, such as:**

- **Jogging, running, quick movements**
- **Scrambling, climbing on rocks**

**Environmental hazards, such as:**

- **Uneven, rough terrain**
- **Unpredictable weather (hot/cold climate)**
- **Unpredictable conditions (lightning, rain, slippery rocks, etc.)**
- **Unpredictable contact with wildlife**
- **Contact with plants, insects and other naturally occurring phenomenon, often of unknown variety or origin**

I realize that it is not possible to list specifically each and every risk. However, knowing the material risks and appreciating, knowing and reasonably anticipating that injuries and even death are possible, I hereby expressly assume all of the risks of injury or death that could occur by reason of my participation in the Program and all related activities, \_\_\_\_\_

**VOLUNTARY PARTICIPATION.** I certify that my attendance and participation this Program and related activities is voluntary and participation is not required. \_\_\_\_\_

**ASSUMPTION OF RISKS AND RELEASE.** I agree that, in exchange for and in consideration of the College's and the Strawberry Hill Foundation permitting me to participate in the Program, I hereby assume all the risks associated with the Program, including but not limited to the use of College facilities and equipment and agree to release and hold harmless Gettysburg College and the Strawberry Hill Foundation, its trustees, officers, agents, and employees, from any and all liability, actions, causes of action, negligence, debts, claims, or demands of any kind and nature whatsoever including, but not limited to, claims for negligence, recklessness or any other form of action for which a release may be legally given (including attorneys' fees and costs) which may arise by or in connection with my participation in any activities related to the Program. \_\_\_\_\_

**HOLD HARMLESS AND INDEMNIFICATION.** In exchange for and in consideration of the College's and the Strawberry Hill Foundation permitting me to participate in the Program, I agree further to hold harmless and indemnify the College the Strawberry Hill Foundation, its trustees, officers, agents and employees from any and all liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever (including attorneys' fees and costs) by any person or the College & the Strawberry Hill Foundation which may arise by or in connection with my conduct while participating in the Program. \_\_\_\_\_

**PROMISE TO FOLLOW INSTRUCTIONS.** I understand that while participating in the Program, I must follow the instructions and directions provided by College and the Strawberry Hill Foundation personnel. My failure to follow instructions or directions may result in my immediate expulsion from the Program. \_\_\_\_\_

I understand that I cannot consume, use or be under the influence of alcohol or consciousness-altering drugs, prior to the Program, whether obtained or taken legally or not, and that my failure to abide by this rule will result in my immediate expulsion from the Program. \_\_\_\_\_

***In signing this document I acknowledge that I am 18 years of age or older\*, that I have had an opportunity to ask any questions I have about this document, that I have read it, that I understand it, that I have signed it knowingly and voluntarily, and that I accept and intend to be legally bound by its terms.***

Please print name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ \*Signature if under 18: \_\_\_\_\_

\*If under 18, a parent or legal guardian must read and sign this document