

**Wheaton College Science Station Guest Waiver and Release of Liability**

The Wheaton College Science Station, located at 10595 Wheaton Road, Rapid City, South Dakota 57702 (“WCSS”) is owned and operated by Wheaton College, 501 College Avenue, Wheaton, Illinois 60187.

**RISKS AND DANGERS**:

I understand and agree that my use of WCSS facilities, property and amenities, and my participation in WCSS programs or activities, involves certain risks and dangers that have the potential to result in death, serious bodily injury or disease, loss of personal property, and other injuries or losses not listed, that these risks and dangers can be caused or contributed to by the negligent or careless acts of the persons and entities that I am releasing, and that by signing this release I am giving up certain legal rights that may otherwise be available to me.

By way of example and not by limitation, site specific risks and dangers may include: exposure to dangerous wild animals such as mountain lions and rattlesnakes, exposure to disease bearing animals and insects such as bats, mice and tics, exposure to unguarded cliffs and steep uneven pathways, access to a swimming pool with no lifeguard on duty, unlit pathways and uneven gravel roads, lightning and weather extremes, exposure to falling limbs or trees, exposure to wildfires, usage of stream water that has been treated for consumption, the possible careless or reckless acts of other persons, and other risks and dangers not listed. I understand and voluntarily accept these risks and dangers.

**RESPONSIBILITY FOR SAFETY**:

I understand and agree that WCSS bears no responsibility to supervise my activities, or to provide for my personal safety or security while on WCSS property, or while participating in any WCSS sponsored program or event. I accept sole responsibility for my personal safety and security, and agree to act carefully and with good judgment at all times.

**MEDICAL CERTIFICATION**:

I represent and warrant that I am in good health and am able to participate in any WCSS program or activity that I have chosen. I agree that I will not undertake any activity that is not within my physical capabilities.

**ACCEPTANCE OF LIABILITY**:

I understand that I am personally and solely responsible for any and all damages that I may cause to WCSS property, and agree to reimburse WCSS for these damages. I further understand and agree that I am solely responsible for any and all injuries or damages that I may cause to third parties as a result of my negligent or intentional acts.

**RELEASE**:

In consideration of my use of WCSS facilities, property and amenities, and/or my participation in WCSS programs, I hereby voluntarily and forever release, hold harmless, and covenant not-to-sue Wheaton College, the Wheaton College Board of Trustees, its officers, employees, instructors, volunteers, agents, representatives and assigns, for any and all present and future claims of negligence resulting in wrongful death, bodily injury, personal injury, or property damage, arising as a result of my use of WCSS facilities, property and amenities, and/or my participation in WCSS programs, or any losses incidental thereto, wherever, whenever, or however the same may occur. I voluntarily waive my right, and relinquish on behalf of

my spouse, family, heirs, estate and assigns, the right to make any present or future claim, to recover for wrongful death, bodily injury, personal injury, or property damage. I further agree to defend and indemnify at my own expense (including attorney’s fees) Wheaton College and others listed, for any and all third-party claims that are related to my negligent or intentional acts.

**VENUE**:

I understand that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the state of Illinois, and I agree that if any portion is held invalid, the remainder will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in DuPage County in the state of Illinois.

**LEGAL AGE**:

I affirm that I am at least 18 years of age, and am freely signing this agreement. I have read this agreement in its entirety, and I understand that by signing, I am giving up certain legal rights and/or remedies, which may otherwise be available to me.

**CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!**

**Visitor Information:**

Name (Please Print) Phone Number

Signature Date Signed

Address

Email