



## HIGH ALTITUDE CHAMBER RELEASE OF LIABILITY, COMMITMENT TO INDEMNIFY, ASSUMPTION OF RISK AND ASSUMPTION OF LIABILITY

As a portion of the consideration given as the undersigned in exchange for my use of the High Altitude Chamber (the "Chamber") at the Arizona State University Polytechnic Campus ("ASU") in connection with my enrollment in the Hypobaric/Altitude Chamber Training (the "Training"), I do hereby, for myself, my executors, administrators, heirs, next of kin, successors, personal representatives and assigns:

- **Affirm** that I am aware of, understand and appreciate all of the inherent dangers of the Training and the basic safety rules for activities connected with the Training; I understand that it is not the purpose of the Training to teach safety rules, nor is it the function of the ASU Representatives to serve as the guardians of my safety;
- **Assume all risks** of injury, loss of life and damage to persons and/or property that may occur during or connected to the Training, except for any harm caused by the gross negligence, recklessness or intentional acts of the ASU program directors, instructors, operators and/or agents (the "ASU Representatives");
- **Remise, release and forever discharge** the State of Arizona, the Arizona Board of Regents, ASU and the ASU Representatives from any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including but not limited to those sounding in simple negligence, arising from any such injury, loss of life and damage, and **covenant not to sue** the State of Arizona, the Arizona Board of Regents, ASU or the ASU Representatives for any such claims;
- **Indemnify and hold harmless** the State of Arizona, the Arizona Board of Regents, ASU and the ASU Representatives from any and all claims, actions, suits, proceedings, causes of action (of whatsoever kind and nature, including but not limited to those sounding in simple negligence), costs, expenses, damages and liabilities, including attorneys' fees, brought as a result of the Training or arising from any such injury, loss of life and/or damage;
- **Acknowledge** that the use of the Chamber for the Training constitutes an acceptance of the facilities on an "AS IS" basis; and

- **Indemnify and hold harmless** ASU and the ASU Representatives from any claims by third parties resulting from any damage to third-party property or harm to third parties, caused by me during or connected to the Training.

I make this Agreement in order to allow the Training to take place and in order to allow myself to take part in the Training. I represent and affirm that I am of lawful age and am legally competent to sign this Release of Liability, Commitment to Indemnify, Assumption of Risk and Assumption of Liability.

I represent and affirm that I have had a current medical examination (a minimum of a FAA Class 3 medical examination or equivalent flight surgeon physical examination) to assure myself of my physical fitness and capability to perform under the normal conditions of the Training and am physically fit as attested to by the medical examination, a certification of which is attached hereto.

I expressly agree that this Release of Liability, Commitment to Indemnify, Assumption of Risk and Assumption of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of Arizona, and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

**I acknowledge that THIS IS A RELEASE OF LIABILITY, COMMITMENT TO INDEMNIFY, ASSUMPTION OF RISK AND ASSUMPTION OF LIABILITY and do certify that I have read it carefully, have had the opportunity to ask questions about it and have my own counsel review it. I understand that by signing below I am giving up substantial rights, including my right to sue the State of Arizona, ABOR, ASU and the ASU Representatives. I acknowledge that I am signing this Agreement freely and voluntarily, and I intend by my signature for this Agreement to be a complete and unconditional release of the State of Arizona, ABOR, ASU and the ASU Representatives from all liability to the greatest extent permitted by law.**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

# Altitude Chamber Medical Clearance Sheet

Name \_\_\_\_\_

Date \_\_\_\_\_

(Please print)

- 1.) Have you donated one unit (500ml) of blood in the past 24 hours or more than one unit of blood within the past 72 hours? Yes \_\_\_\_ No \_\_\_\_
- 2.) Have you been SCUBA diving in the past 24 hours? Yes \_\_\_\_ No \_\_\_\_
- 3.) Have you taken any medication in the last 24 hours? Yes \_\_\_\_ No \_\_\_\_
- 4.) Do you have a cold, nasal congestion, or allergies? Yes \_\_\_\_ No \_\_\_\_
- 5.) Have you consumed any alcohol in the last 12 hours? Yes \_\_\_\_ No \_\_\_\_
- 6.) Do you have a headache? Yes \_\_\_\_ No \_\_\_\_
- 7.) Do you have an upset stomach, gas, or diarrhea? Yes \_\_\_\_ No \_\_\_\_
- 8.) Have you had any immunization in the past 24 hours? Yes \_\_\_\_ No \_\_\_\_
- 9.) Have you had any dental work in the past 24 hours? Yes \_\_\_\_ No \_\_\_\_
- 10.) Are you a heavy smoker? Yes \_\_\_\_ No \_\_\_\_
- 11.) Have you ever had a collapsed lung? Yes \_\_\_\_ No \_\_\_\_
- 12.) Have you ever experienced a fainting episode? Yes \_\_\_\_ No \_\_\_\_
- 13.) Do you have a history of significant ear pressure blocks during flight? Yes \_\_\_\_ No \_\_\_\_
- 14.) Do you have a history of frequent ear infections or ruptured eardrum? Yes \_\_\_\_ No \_\_\_\_
- 15.) Have you had any surgery or been hospitalized within the last 90 days? Yes \_\_\_\_ No \_\_\_\_
- 16.) Have you been unconscious due to illness within the past 12 months? Yes \_\_\_\_ No \_\_\_\_
- 17.) Have you ever had convulsions, or been evaluated for possible epilepsy? Yes \_\_\_\_ No \_\_\_\_
- 18.) Have you ever had any disease or surgery of the heart, vascular system or chest? Yes \_\_\_\_ No \_\_\_\_
- 19.) Have you suffered any joint injuries in the last 12 months? Yes \_\_\_\_ No \_\_\_\_
- 20.) Do you have any conditions or history not noted above? Yes \_\_\_\_ No \_\_\_\_
- 21.) (*Females only*) Is there a possibility that you are pregnant? Yes \_\_\_\_ No \_\_\_\_  
Note: Menstrual cramps can be intensified by altitude.

Briefly explain all "YES" answers: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have been briefed on the potential medical hazards that may arise during or after an altitude chamber flight. I have also been briefed on the appropriate measures to deal with these problems. Furthermore, I have provided accurate medical information on this form to determine my fitness for participation in an altitude flight.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

## Altitude Chamber Medical Clearance Sheet

Name (Last, First, Middle Initial)			Date	
Student ID # (If ASU Student)		Med. Certificate Class # & Date of		
Previous Physiological Training? <b>Yes / No</b>	Age	Height	Weight	Gender
Company or School	Aircraft You Normally Fly	Crew Position		Total Flight Hours
<i>Altitude Chamber Flights</i>				
Flight Number	Type of Flight	Date	Total Time	Physiological Incidents
<b>Comments</b>		Test Date / Grade		Part 141 Training <b>Yes / No</b>

### Model Release Form

I grant permission to the Arizona Board of Regents (ABOR), on behalf of Arizona State University (ASU) and its agents or employees, to use photographs taken of me on the date and at the location listed below for use in university publications, both printed and electronic.

I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.

I hereby agree to release, defend, and hold harmless the ABOR, on behalf of ASU and its agents or employees, including any firm publishing and/or distributing the finished product in whole or part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution. It is the discretion of ASU to decide whether to use the image.

I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

Event and Location of Photo: Altitude Chamber Training at ASU Polytechnic Campus.

Date: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of Guardian (if under 18 years of age): \_\_\_\_\_