

University of Cincinnati, Campus Recreation Department, Climbing Wall Program
WAIVER OF LIABILITY and ASSUMPTION OF RISK FORM

Notice: This is a legally binding agreement. By signing this agreement you agree that you have read the entire form and that you give up your right to bring court action or recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused (including but not limited to negligence) arising out of your use of the University of Cincinnati, Campus Recreation Center (CRC) Climbing Wall now or anytime in the future.

Assumption of Risk:

I hereby acknowledge and agree that wall climbing and the use of the University of Cincinnati CRC Climbing Wall has inherent risks. I have full knowledge of the nature and extent of all risks associated with wall climbing, including but not limited to:

- _____ 1. All manner of injury resulting from falling off the Climbing Wall and impacting against the wall or ground.
- _____ 2. Injuries resulting from slips, trips, falls or the falls of other persons into me while observing others climb.
- _____ 3. Injuries resulting from being dropped to the ground during belaying or lowering.
- _____ 4. Failure of rope, slings, harness, climbing hardware, anchor points or any part of the Climbing Wall structure.
- _____ 5. I understand that helmets are available upon request.
- _____ 6. I understand that I am responsible for the condition of any personal gear (harness, helmet, climbing shoes).
- _____ 7. I understand that simulated rock climbing is a strenuous physical activity and that by participating there is a risk I will incur serious physical injury.

Release of All Claims and Covenant Not to Sue:

In consideration of my use of the University of Cincinnati CRC Climbing Wall, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assignees **HEREBY DO RELEASE** the State of Ohio, University of Cincinnati, Department of Campus Recreation, and their respective board members, officers, employees, agents, or representatives from any and all liability, claims, damages, costs, expenses, injuries, illnesses, or demands of any nature whatsoever, which I, my heirs, representatives, executors and assignees may now have, or have in the future against all of the aforementioned parties on account of personal injury, property damage, death or accident of any kind, including negligence, arising out of or in any way related to my use of the Climbing Wall.

In consideration of my use of the Climbing Wall I, the undersigned user, agree to **INDEMNIFY AND HOLD HARMLESS** the State of Ohio, University of Cincinnati, Department of Campus Recreation, and their respective board members, officers, employees, agents, or representatives from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way relating to my use of the Climbing Wall.

I, _____ (print full name), do hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall and that I am voluntarily assuming these risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall and that by this agreement I am relieving all of the aforementioned parties of any and all liability for such loss, damage, or death. I further certify that I am in good health, that I have no physical limitations that would preclude my safe use of the Climbing Wall and that I will consult a physician prior to participating in this activity if I do not routinely participate in strenuous physical activity. I further certify that I will wear proper protective equipment and I agree to abide by all rules of the sport, facility and/or class as mandated by the Campus Recreation Department.

At various times throughout the running of the climbing wall, the Department of Campus Recreation at the University of Cincinnati will be taking digital images, photographs, and/or videotapes of climbers for educational, promotional and informational purposes for use in department related print materials and on the web. When/if the climber's likeness or image is used in a publication, there will be no identifying information provided (i.e. climber's name, personal information). By signing this document you give permission for use of any images, photographs or video taken.

Helmet Waiver:

I further acknowledge on behalf of myself and on behalf of any minor children for which I am responsible, that wearing a UIAA approved helmet may help prevent head injuries. I/we understand that UIAA approved helmets will be made available to me/us upon request at no cost. By not wearing a safety helmet, I/we am/are refusing this critical safety precaution, against the advice of the CRC Climbing Wall and the University of Cincinnati, and hereby waive and release UC, its officers, directors, employees and agents from any and all liability associated with my/our voluntary refusal to wear a safety helmet. _____ (Initial if refusing the use of a helmet)

BY SIGNING THIS DOCUMENT, IT IS MY INTENTION TO EXEMPT AND RELIEVE THE UNIVERSITY OF CINCINNATI, ITS OFFICERS, AGENTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY ANY REASON (INCLUDING NEGLIGENCE) WHILE PARTICIPATING AT THE CLIMBING WALL.

_____	_____	_____
Climbing wall user's signature	Climbing wall user's printed name	Date
_____	_____	_____
Parent or legal guardian's signature (if under 18)	Parent or legal guardian's printed name (if under 18)	Date
_____	_____	_____
Climbing Wall Staff signature	Climbing Wall Staff printed name	Date

Informed Consent Waiver and Release of Liability

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Department of Campus Recreation ("DCR"), through its Campus Recreation Center ("CRC"), provides for activities such as weight lifting, running, aerobic activities, classes, and other sporting activities. These activities involve strenuous exertions of strength using various muscle groups, some involve quick movements using speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death. I understand, and appreciate that the activities and programs at the CRC carry certain inherent risks, and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Waiver of Liability and Indemnification: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment, services, and programs of the DCR, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and agree not to sue the State of Ohio, the University of Cincinnati and its governing board, officers, employees, and agents ("Releasees") from any and all liability for any harm, injury, damage, claims, demands of any kind, actions, causes of action, costs and expenses that I may have or that hereafter may accrue to me, arising out of any loss, damage, or injury, including death, that may be sustained by me or any loss or damage to any property belonging to me, whether caused by the negligence, misfeasance, or nonfeasance of Releasees or otherwise while in or upon premises or equipment of the CRC or engaged in any activity or program offered at the DCR.

I also agree to INDEMNIFY AND HOLD Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, that result from my participation in or involvement with any program or activity at or associated with the CRC and to reimburse Releasees for any incurred expenses. I further agree to comply with the stated and customary terms and conditions of participation and agree that if any unusual or significant hazard is observed, my activities will be discontinued and I will immediately bring such matter to the attention of the nearest official.

Acknowledgment of Understanding: I have read this Agreement, fully understand its terms, and understand that it affects my legal rights. I am signing this Agreement knowingly and voluntarily, and intend for it to be a complete and unconditional release of liability to the greatest extent allowed by law.

Signature: _____ Date: _____ Print Name: _____

If under 18, this Agreement must be signed by a parent or guardian before a child or teenager can engage in any activity.

Signature: _____ Date: _____ Print Name: _____

Person(s) under 18, parent or guardian is responsible for: _____

Emergency Contact Information:	
Last Name _____	First Name _____
Home Phone _____	Work Phone _____
Relationship _____	