

Outdoor Adventures / Climbing Wall Form

University of Nebraska Kearney

Campus Recreation

Release of Liability, Assumption of Risk, Indemnification, and Participation Agreement for Campus Recreation Facilities and Outdoor Adventure Activities

This WAIVER and RELEASE OF LIABILITY was executed this ____ day of _____ 2____, at Kearney, Buffalo County, State of Nebraska by (YOUR NAME) _____, (**Releasor**) in favor of the **UNIVERSITY OF NEBRASKA KEARNEY and its Regents, Officers, Employees, Instructors, Staff, agents, operators, successors, and assigns (University)**.

WARNING, THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING YOU GIVE UP YOUR RIGHT TO RECOVER ANY COMPENSATION, FOR ANY PERSONAL INJURIES, DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF UNIVERSITY FACILITIES, ROCK CLIMBING WALL OR EQUIPMENT (“CLIMBING APPARATUS”), OUTDOOR EQUIPMENT, OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES, INCLUDING TRANSPORTATION, PROVIDED BY THE UNIVERSITY. YOU ARE RELEASING THE UNIVERSITY AND ANY PERSONS USING THE CLIMBING APPARATUS OR PERSONS PARTICIPATING IN OUTDOOR CLASSES OR ACTIVITIES. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES.

Initial _____

ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

I, the Releasor, hereby acknowledge, accept and agree that the sport of rock climbing (both indoor and outdoor) and the use of the University facilities, equipment, participation in outdoor activities, and/or observation of such activities involves inherent risks. I have received full information regarding University facilities and have had the opportunity to ask any questions that I wished. I understand that no amount of care, caution, instruction or expertise can eliminate the inherent dangers associated with these and other activities. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of facilities, equipment, participation in outdoor classes and activities through the University including, but not limited to:

- a. all manner of injury resulting from falling off the climbing surface and hitting the floor, ground, the climbing walls, rock faces, people or projections, whether permanently or temporarily in place or the injury being caused by a spinning climbing wall hold;
- b. rope abrasion, entanglement and other injuries resulting from activities on or near the climbing area such as, but not limited to, climbing, belaying, rappelling, lowering on the ropes, rescue systems, and other rope techniques;
- c. injuries resulting from the actions or omissions of others, including but not limited to falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts, rock parts, or personal effects;
- d. cuts and abrasions resulting from skin contact with the climbing walls or any other surface
- e. failure or misuse of ropes, slings, harnesses, climbing holds, anchor points, other climbing equipment, or any part of the climbing walls or outdoor climbing areas;
- f. failure to follow University employee instruction or failure to ask for information or assistance.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the University facilities, rock climbing, and outdoor classes and activities and in no way limits the extent or reach of this assumption of risk, release of liability, and indemnification. I understand that no amount of care, caution, instruction or expertise can eliminate the inherent dangers associated with these and other activities.

Initial _____

I confirm that I am physically and mentally capable of participating in the use of the University facilities and all University activities. I understand that if my mental or physical condition changes after the execution of this Release such that I am not capable of participating in the activity or using the equipment, I am obligated to cease participation in the activity or activities immediately. In order to avoid any illness, serious injury, or death, the University has advised that I consult a physician before beginning an exercise program, or engaging in strenuous physical activities or diet/nutrition alternations.

I acknowledge that there are certain dangers associated with the use of or participation in activities through the University other than climbing-related equipment or activities, including but not limited to severe respiratory and cardiovascular stress, collision, falling, and all manner of injury, including, but not limited to: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; dismemberment; concussions; contusions; strains; sprains; dislocations; fractures; cold and heat injuries; water immersion; drowning; lightning strikes; injury to bones, joints, muscles, internal organs; environmental conditions; and animal and insect bites/ stings may expose participant to illnesses/diseases.

I understand that climbing gear and other equipment could become damaged or defective. I am capable of examining and assessing and am responsible for my own equipment that I use including any injuries to myself or others resulting in the use of my personal gear up to gross negligence. If damage occurs to equipment belonging to the University while I am using it or I otherwise become aware of damaged University equipment, I will bring it to the immediate attention of the University staff.

Initial _____

RELEASE AND INDEMNIFICATION

I agree to accept and assume all of the risks existing in these activities, both known and unknown, either caused or alleged to be caused by the negligent acts or omissions of the University and others. My participation is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the University; the designers and engineers, manufacturers, installers or distributors of the University’s artificial climbing walls and other equipment; and any of their respective members, officers, directors, employees, agents, representatives, as well as any other persons, corporations, or other entities that might have any liability to me (collectively, the “Released Parties”), from and against any and all damages, actions, claims, suits, demand actions, and liabilities, whether known or unknown, anticipated, suspected or unsuspected, now or any time in the future, in any way relating to or arising from any activity, occurrence or event, whether supervised or not, including, without limitation, all claims for property damage, personal injuries, or wrongful death involving the University, University facilities, University outdoor classes or activities, or any of the Released Parties, including claims that allege negligent acts or omissions with the exception of gross negligence, or intentional, willful, or wanton misconduct.

I understand and agree that the University and its personnel reserve the right to deny access to its facilities, classes, or activities to any individual, permanently or for any specified period of time, for any breach of the University’s policies, rules and regulations, or for any conduct that is viewed as unsafe or inappropriate.

Should the University or anyone acting on its behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

Initial _____

TO BE SIGNED BY THE PARTICIPANT:

I am at least 18 years of age and otherwise legally competent to sign this agreement. This Release of Liability, Assumption of Risk, Indemnification, and Participation Agreement shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. (If under the age of 18, this Release must also be signed and filled out below by the parent or legal guardian of the Minor). My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I have had sufficient opportunity to read this entire document. I have had the opportunity to ask questions about this document. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in activities at or involving the University, I may be found by a court of law to have waived my right to maintain a lawsuit against the University or any of the other Released Parties on the basis of any claim from which I have released them herein.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND IMPLICATIONS.

_____ Emergency Contact Name	_____ Emergency Contact Phone #	_____ University ID #	Releasor is over the age of 18 (circle): Y N
_____ RELEASOR (Signed)	_____ RELEASOR (Printed)	____/____/____ Releasor’s Birth Date	_____ Date

TO BE SIGNED IF THE PARTICIPANT IS A MINOR:

I represent that I am the parent or legal guardian of the above individual and hereby consent to their use of the Facility and/or participation in activities. In consideration of the University allowing the above individual to participate and/or use the Facility, I acknowledge I am familiar with and consent and agree to be bound by the terms and conditions of this Release. I, on behalf of myself and the above-named participant, hereby agree to waive and release, indemnify, hold harmless and forever discharge the Released Parties, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that said Minor ever had or may have, arising from or in any way related to such Minor’s participation in activities in connection with the Released Parties, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. I further agree to indemnify, hold harmless and defend the Released Parties from and against any loss, damage, liability, expense, costs, and/or attorneys’ fees, including any of those brought by or on behalf of, or otherwise related to or caused by the above-named participant.

_____ Parent or Legal Court Appointed Guardian (Signed)	_____ Parent/Guardian (Printed)	_____ Parent/Guardian Phone	_____ Date
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