

INDOOR CLIMBING WALL Acknowledgment of Risk and Release

ROCK CLIMBING/RAPPELLING: There are significant elements of risk in any activities at the climbing wall. It is not always within the power of the Kent State University Climbing Wall Staff to protect all participants at all times from the hazards of rock climbing or rappelling. The risk involved in indoor climbing includes known and unknown dangers such as loss of or damage to equipment, accidental injury, permanent trauma, or loss of life.

Acknowledgment of Risk

I hereby acknowledge and agree that the use of the Kent State University 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:

- ◆ Injury from falling from high elevations (up to 35 feet) and impacting against the wall or landing surface.
- ◆ Injury in the form of cuts, bruises, abrasions, muscle, tendon strain, and rope burns.
- ◆ Injury from equipment or other debris falling from above the climber and belayer.
- ◆ Injury from choosing not to wear a helmet. I understand that helmets are provided free and by choosing not to wear a helmet, I am exposing myself to an increased risk.
- ◆ Injury from choosing to wear my personal harness. I understand that by using my personal harness that I am responsible for inspecting the harness and monitoring its upkeep.
- ◆ Failure to follow the above safety policies and procedures and/or follow directions from wall staff.
- ◆ The presence, actions or falls of other participants.
- ◆ Misuse of equipment or facilities in the climbing area
- ◆ Injury caused by belayer (climbing partner) negligence. I understand that it is important that I choose my climbing partner carefully, and that I am responsible in verifying their wall certification and skill level.
- ◆ Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of accident.
- ◆ Slips, trips, falls or painful crashes while using the facilities or equipment in the climbing area.

I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death.

Assumption of Risk and Responsibility

In recognition of the inherent risks of the above activity and in consideration of my use of the Kent State University Climbing Wall, I the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns hereby do release Kent State University, its agents, officers, employees, participants, volunteers, and all other persons or entities acting in any capacity on its behalf from any cause of action, claims, or demands of any nature related to my use of the climbing wall, including injury or damage due to the negligence of KSU and its employees, as follows:

1. I acknowledge that rock climbing/rappelling entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I hereby certify that I have full knowledge of the nature of risks of the climbing wall and further understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. Should Kent State 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 such harmless for all fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause to suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am in good health, and 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.

Helmet Release (Sign only if you do not want to wear a helmet)

I voluntarily choose not to wear a helmet and accept personal responsibility for injuries that may occur as a result of not wearing a helmet.

Participant Name _____ Signature _____ Date _____

(Please Print)

I certify that I have fully read and understood the forgoing policies and procedures, acknowledgment of risks, and assumption of risk and responsibility. I agree to abide by the policies and procedures listed above and follow all directions of the climbing wall staff. I further understand that the terms of this agreement are legally binding.

Participant Name _____ Signature _____ Date _____

(Please Print)

Signature of Parent or Guardian (if under 18) _____ Date _____

***Parent needs to be present unless it is an organized group event arranged through the Department of Recreational Services.**