

**UNIVERSITY OF CENTRAL MISSOURI
ASSUMPTION OF RISK AND RELEASE FORM**

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

Name of Participant: _____ 700# _____

Date of Birth: _____

Program/Activity: **Climbing Wall**

This Agreement must be signed by all adult Participants (18 years of age and older) to the University of Central Missouri (“University”) Climbing Wall (“Activity”), and by a parent or guardian of all minor Participants. A parent or guardian (referred to in the document as “Parent”) signs and agrees for himself/herself and on behalf of the minor Participant. In consideration of the services and participation in the Activity, I, an adult Participant and/ or the Parent of a minor Participant, understand, acknowledge, represent and agree as follows:

Activities. Participant, and/or the parent of a minor Participant, represents, warrants and agrees that Participant is in good health, and has no condition (mental or physical) that might create risks to the Participant or others, and that Participant is not under the influence of drugs or alcohol or any substance that might in any way impair Participant’s ability to engage in the Activities. Participant will not engage in an activity beyond his or her capabilities or otherwise endanger himself or herself or others while engaging in the Activities, using the equipment, or moving about the premises. Participant agrees to complete an orientation prior to engaging in climbing activities or assisting a minor Participant. Spectators are not required to complete an orientation, provided that Participant is not participating in Activities or assisting a minor in Activities.

Assumption of Risk and Release of Claims. I do hereby acknowledge that I am fully aware of all risks and hazards that may be directly or inherently involved in this Activity, which include but are not limited to; a) falling from or off the climbing wall, boulder or rappelling tower, including while exiting; b) colliding with, hitting, or being hit by, other persons, dropped items,(including ropes and climbing hardware or wall components), rock faces, holds and other projections (permanent or temporary), mats, the floor or the ground; c) rope or webbing abrasion and entanglement; d) the use and misuse of ropes, auto-belay devices, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall or boulder structure; e) slips, trips, falls and other trauma while moving about and using the premises and fixtures, including exercise and fitness equipment; f) the failure or malfunction of machines; and g) the carelessness of other visitors, including participants in the Activities, and staff. Visitor agrees to be attentive to the proper use of the auto belays and agrees and understands that it is absolutely necessary to assure by all reasonable means that the climber is properly attached to the mechanism before climbing.

Participant understands, agrees and acknowledges that the risks described above and others are inherent in the Activities, that is, they cannot be eliminated without destroying the basic nature of the Activities and reducing their appeal and value. That these and other risks may result in all manner of injury, including slight injury or serious bodily injury, temporary or permanent disability, paralysis, death, loss or damage to property, illness, anxiety caused by heights and other phobias.

I do hereby assure the University that I either have adequate health insurance or have or will have adequate funds necessary to provide for and pay any medical costs that may be attendant as a result of injury to me from my participation in the Activity and that I will indemnify and hold the University and its governors, officers and employees, harmless. I also do hereby assure the University that there are no health related reasons or problems which preclude or restrict my participation in this Activity. I authorize the University of Central Missouri to arrange emergency medical care, solely at my expense, should it become necessary to do so in the event of injury.

Standards of Conduct. I will comply with the University’s rules, standards and instructions for behavior. I agree that the University has the right to enforce the standards of conduct, in its sole judgment, and that it may impose sanctions, up to and including denial of participation in the Activity, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University or others.

I have carefully read this Assumption of Risk and Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by the University and shall be governed by the laws of the state of Missouri, which shall be the forum for any lawsuits filed under or incident to this Release or to the Activity.

x _____
Signature of Participant/Parent/Guardian

Date

Printed Name of Participant/Parent/Guardian

REMEMBER: YOU CAN GET HURT USING THESE FACILITIES AND EQUIPMENT. IF YOU DO NOT WISH TO ACCEPT THE RISK INHERENT IN THE SPORT OF CLIMBING, THEN DO NOT SIGN THIS WAIVER & DO NOT USE THESE CLIMBING FACILITIES.

Personal Equipment Release. I voluntarily choose not to use a university supplied climbing harness and/or belay device, and accept personal responsibility for injuries that may occur as a result. I understand that I may provide my own climbing harness and/or belay device, in doing so I assume all the risks and liability. I understand the University of Central Missouri takes no responsibility for the condition of my personal climbing equipment including the suitability, type, age and condition of my harness and belay device and that it is my responsibility to monitor wear and tear on this equipment. I understand personal equipment is subject to inspection by University of Central Missouri Climbing Staff, who may deem equipment unsafe for usage within the facility.

Signature: _____ (acknowledging that the above section has been read and agreed to)

Lead Climbing Release. In addition to the normal risks involved in top rope climbing, I am aware of the added risks involved in Lead Climbing:

- I agree to apply and use the techniques taught by University of Central Missouri for safe indoor lead climbing, and agree to abide by the rules, warnings and guidelines for lead climbing on display in the facility.
- I am aware that an Indoor Lead Climbing and Belaying and Proficiency Test does not test my ability to lead climb outdoors, and that climbing on outdoor rock requires skills that cannot be fully taught on indoor walls.
- I agree not to take legal action for any injury (or death) incurred while undertaking lead climbing or lead belaying at University of Central Missouri.
- I accept all the inherent risks of the proposed activity and I acknowledge that the enjoyment and excitement of the activity is derived in part from the inherent risks incurred by participation in an activity where risks are greater than the accepted safety of life at home or work.

Signature: _____ (acknowledging that the above section has been read and agreed to)

Instructor Signature _____ **Date Completed:** ____/____/20____