

**CLEMSON UNIVERSITY
CLIMBING WALL
RELEASE AND WAIVER OF LIABILITY/INFORMED CONSENT**

In consideration of Clemson University allowing me or my dependent to participate at the Indoor Climbing Wall (hereinafter referred to as "Activity") operated by the Clemson Outdoor Recreation & Education Program within the Department of Campus Recreation, I hereby agree that I do for myself and my heirs, executors, administrators, and assigns hereby release, waive, and forever discharge Clemson University, its Board of Trustees and its officers, agents and employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions, or causes of actions arising out of or related to any injury or illness, including death, that may be sustained by me, or to any loss or damage to my property, whether caused by the negligence of Releasees, or otherwise, while participating in this activity or on the premises where this activity is conducted.

I hereby agree to indemnify and hold harmless the Releasees against all liability for any personal injury or illness, including death, loss or damage to property, or costs, including court costs and attorneys' fees that may result from or arise out of my participation in this activity.

I acknowledge that I have read the Statement of Program Risks, Hazards and Physical Stresses as printed on the reverse side of this document, and that I understand the inherent risks associated with participation in this activity and the possible injuries that can be sustained by participants. I knowingly and voluntarily assume these risks and full responsibility for any personal injury or illness, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of or in any way arising out of, my participation in this activity.

I acknowledge that I have been informed of the rules and regulations promoting safe participation in this activity, and I agree to abide by these rules and regulations to minimize the risk of injury to myself and others.

I certify that to the best of my knowledge I am in good health and have no physical limitations which would preclude my safe participation in this activity.

I give permission for the activity leaders to seek emergency medical services for me, including transportation to a medical facility as deemed necessary, should I become injured or ill while participating in this activity.

I understand that the Releasees do not maintain an insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation., and I acknowledge that I am solely responsible for medical or other costs arising out of any bodily injury, illness, or property damage or loss sustained by me through my voluntary participation in this program.

I acknowledge that photographs and video tapes may be taken during the activity, and I allow reproductions of these photographic materials to be used for promotional purposes by the Clemson Outdoor Recreation & Education Program.

It is my express intent that the Agreement to Hold Harmless shall bind the members of my family if I am alive, and my heirs, assigns, and personal representatives if I am deceased, and shall be governed by the laws of South Carolina.

I certify that my date of birth is _____ (month/date/year), that my present age is _____, and that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. **I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY/INFORMED CONSENT, UNDERSTAND ITS CONTENT, AND SIGN IT VOLUNTARILY ON MY OWN FREE WILL.**

IN WITNESS WHEREOF, this instrument is duly executed this ____ day of _____, in the year _____.

Climbing Wall User's Signature

Climbing Wall User's Name (Print Clearly)

Witness' Signature

Witness' Name (Print Clearly)

Parent/Guardian Signature (if climber is under 18)

Please Note: Clemson University recommends that each participant in Campus Recreation programs consult with his/her physician with respect to any past or present illness, injury, or any other mental or physical condition that may affect his/her ability to safely participate in the above named program.

STATEMENT OF CLIMBING WALL RISKS AND HAZARDS

There are risks and hazards inherent to climbing and bouldering. The same elements that contribute to the uniqueness and fun of these activities can cause injury, illness, or in extreme cases, permanent trauma or death, as well as loss or damage to equipment. The Clemson Outdoor Recreation and Education Program (CORE) does not want to diminish your enthusiasm for this activity, but we do want you to be informed of the nature and extent of the inherent risks associated with climbing and belaying at a climbing wall. At the same time we want to assure that our staff gives the highest priority to safety through its employment of risk management guidelines and procedures, management of the rules of safety for use of the climbing wall, and provision of instruction and supervision. These risks include but are not limited to:

1. All manner of injury* resulting from falling off the Climbing Wall and hitting rock faces and projections, whether permanently or temporarily in place, or the floor;
2. Rope abrasion, entanglement and other injuries* resulting from activities on or near the Climbing Wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
3. Injuries* resulting from falling climbers or objects, such as, but not limited to, ropes or climbing hardware;
4. Cuts and abrasions resulting from skin contact with the Climbing Wall;
5. Failure of rope, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Wall structure.

* Possible injuries would include: blisters; sprains; strains; dislocations; torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts; wounds; scrapes; abrasions and/or contusions; head, neck, and/or spinal injuries; shock; paralysis; or death.

CLIMBING WALL USE AGREEMENT

I, _____, have read, understand, and agree to abide by the Policies and Rules for use of the Climbing Wall, and I realize that violations may result in loss of Climbing Wall privileges. Furthermore, I acknowledge that climbing helmets are made available and recommended for use on the Climbing Wall, and that failure to wear a helmet is done at my own risk.

Signature of Parent/Guardian (if participant is under 18)

Signature of Participant

Date