

The University of Akron Student Recreation and Wellness Services – Rock Climbing Wall Acknowledgement of Risk, Release, Waiver of Liability, and Medical Authorization for ADULT Participants

DISCLAIMER. There are significant elements of risk in any activity associated with roped climbing, unroped climbing (bouldering), and other aspects of indoor climbing. It is not always within the power of Student Recreation and Wellness Services (SRWS) staff to protect all participants at all times from the inherent dangers involved. These risks include known and unknown dangers such as equipment damage or loss, accidental injury, permanent trauma, and loss of life.

ACKNOWLEDGEMENT OF RISK. In consideration of my being permitted by The University of Akron to use the Student Recreation and Wellness Center (SRWC) climbing facility and/or participate in any climbing programs or activities offered by The University of Akron (hereinafter collectively referred to as “Climbing Activities”), I understand and agree that there are inherent dangers involved, and that such risks include but are not limited to:

1. All manner of injury resulting from falling and impacting against any climbing structure, object, person, or floor;
2. Abrasion from or entanglement with ropes or equipment;
3. The presence, actions, falls, or negligence of other participants;
4. Injury in the form of cuts, bruises, abrasions, muscle and/or tendon strain, and rope burns;
5. Misuse or failure of any climbing equipment and/or any part of the climbing wall or arch structures;
6. Failure to follow SRWS staff instructions or failure to ask for information or assistance;
7. Injury from choosing not to wear a helmet against the recommendation of The University of Akron; and
8. Injury from choosing to use personal climbing equipment.

I further acknowledge that the above list is not inclusive of all the possible risks associated with Climbing Activities.

ASSUMPTION OF RISK AND RESPONSIBILITY. In recognition of the inherent risks associated with Climbing Activities, and in consideration for being allowed to participate in said activities:

1. I hereby certify that I have full knowledge of the nature and extent of the risks associated with Climbing Activities and that I am voluntarily assuming these risks purely out of my own desire to participate.
2. I acknowledge that I am in good physical condition and that I know of no allergies, physical impairments, disabilities, or other condition or reason that would prevent me from safely participating.
3. I understand that I share the responsibility for safety at all times, and I agree to assume that responsibility.
4. I agree to advise SRWS staff members if I do any damage or notice any damage or problems to the wall, ropes, anchors, removable holds, or other equipment.
5. I agree to abide by all climbing wall policies and procedures, and any other applicable SRWS policies and procedures, and agree to comply with the instructions and directions of the SRWS staff during my participation in Climbing Activities.
6. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills; it is encouraged, and I agree, to seek qualified instruction before attempting to climb outdoors.

HELMETS. I understand that helmets are provided to participants at no cost, and that I have the option to voluntarily choose not to wear this important safety device. I further understand that if I choose not to wear a helmet I am exposing myself to increased risk.

Initial Here

HELMET RELEASE. In consideration of my being permitted by The University of Akron to elect not to wear a helmet while participating in Climbing Activities, by initialing this box I am asserting that I voluntarily choose not to wear a helmet and accept personal responsibility for any and all injuries that may occur as a result.

PHOTO RELEASE. I grant full permission for/to The University of Akron, including but not limited to SRWS, to use photographs, videos and other types of recordings of me in legitimate accounts and promotions of the facility and/or events.

AUTHORIZATION. In the event of illness or injury resulting or arising directly or indirectly out of my participation or involvement in Climbing Activities, I hereby give my consent and authorization for any emergency medical treatment and/or transfer deemed necessary by SRWS staff or emergency personnel. I understand that should any such medical care or treatment be necessary, I am fully responsible for all costs associated with such care and treatment, and I agree to hold The University of Akron, as well as its Board of Trustees, officers, employees, agents, representatives, or volunteers (collectively the “Released Parties”) harmless from all costs associated with such treatment.

RELEASE. In consideration for being able to participate in Climbing Activities, I, for myself, and for my executors, representatives, administrators, heirs and assigns, agree forever to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Released Parties for any and all personal injuries, death, loss of or damage to property, or any other damages whatsoever, from whatever cause, supervised or unsupervised, including, but not limited to, negligence resulting from my participation in said activities. I also hereby agree that in the event any claim arising out of or incidental to personal injury, death, or any damages to me shall be filed against any Released Parties, I shall INDEMNIFY AND HOLD HARMLESS such Released Parties against any and all claims, including attorney's fees incurred by the Released Parties in defending any such claims.

I have read this Waiver of Liability, Assumption of Risk and Indemnity, fully understand its terms, and ***understand that I am giving up substantial rights – including my right to sue.*** I know, understand and appreciate these and other risks that are inherent in Climbing Activities. I expressly agree and assert that my participation in Climbing Activities is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. ***I acknowledge that I am an adult and am signing this Waiver of Liability, Assumption of Risk and Indemnity freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.***

Sign Here

Signature

Date

Name (Printed)

Member/Student ID#

Emergency Contact Name

Emergency Contact Phone Number

For Department Use Only:

Entered into CSI on _____ by _____
Date Name