

**WRIGHT STATE UNIVERSITY OUTDOOR RESOURCE CENTER
CLIMBING WALL AND BOULDERING WALL
RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE
ASSUMPTION OF RISK / LIABILITY WAIVER FORM**

Notice: This is a legally binding agreement. By signing this agreement you give up your right to bring court action or recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the Wright State University Climbing Wall and/or Bouldering Wall now or anytime in the future.

Assumption of Risk

I hereby acknowledge and agree that wall climbing and the use of the Wright State University Climbing Wall and/or Bouldering 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:

1. All manner of injury resulting from falling off the Climbing Wall and/or Bouldering Wall and impacting against the wall or ground.
2. Injuries resulting from being dropped to the ground during belaying or lowering.
3. Failure of rope, slings, harness, climbing hardware, anchor points, or any part of the Climbing Wall or Bouldering Wall structure.
4. I understand that helmets are available upon request.
5. You are responsible for the condition of personal gear (harness, helmet, climbing shoes, chalk bag).

Release of All Claims and Covenant Not to Sue

In consideration of my use of the Wright State University Climbing Wall and/or Bouldering Wall, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns **HEREBY DO RELEASE** Wright State University, its officers, agents, and employees from any causes of action, claims, or demands of any nature whatsoever, which I, my heirs, representatives, executors and assigns may now have, or have in the future against Wright State University on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the Climbing Wall and/or Bouldering Wall.

In consideration of my use of the Climbing Wall and/or Bouldering Wall I, the undersigned user, agree to **INDEMNIFY AND HOLD HARMLESS** Wright State University, its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way relating to my use of the Climbing Wall and/or Bouldering Wall.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall and/or Bouldering Wall and that I am voluntarily assuming these risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall and/or Bouldering Wall and that by this agreement I am relieving the University of any and all liability for such loss, damage, or death. I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of the Climbing Wall and/or Bouldering Wall.

BY SIGNING THIS DOCUMENT, IT IS OUR INTENTION TO EXEMPT AND RELIEVE WRIGHT STATE UNIVERSITY, ITS OFFICERS, AGENTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY ANY REASON WHILE PARTICIPATING AT THE CLIMBING WALL AND/OR BOULDERING WALL.

Date

Climbing Wall/ Bouldering user's signature

Parent or guardian's signature (if under 18)

Outdoor Resource Center Staff signature

Climbing Wall/ Bouldering user's printed name

Parent or guardian's printed name (if under 18)

Outdoor Resource Center Staff printed name