

WVU Climbing Wall

Acknowledgement of Risk, Assumption of Responsibility, and Waiver and Release

I understand and hereby acknowledge that my participation on the WVU Climbing Wall is wholly voluntary. In consideration of being allowed to participate on the WVU Climbing Wall, I hereby agree to the following.

One of the main purposes of this form is to inform you of certain risks and responsibilities that you will be assuming as a participant on the WVU Climbing Wall. Although the WVU Student Recreation Center has taken precautions to provide proper organization, supervision, instruction and equipment for the WVU Climbing Wall, it is impossible for the WVU Student Recreation Center to guarantee absolute safety. Also, I understand that I share the responsibility for safety on the WVU Climbing Wall, and I assume that responsibility. I agree to comply with WVU Student Recreation Center policies and procedures, and any other applicable WVU policies and procedures, as well as with the instructions and directions of the WVU Climbing Wall staff members during my participation on the WVU Climbing Wall. The following describes some, but not all, of the risks:

1. All manner of injury resulting from falling off the WVU Climbing Wall and impacting against rock faces and projections, whether permanently or temporarily in place, or the WVU Student Recreation Center floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the WVU 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 dropped items, such as, but not limited to, ropes or climbing hardware.
4. Cuts and abrasions resulting from skin contact with the WVU Climbing Wall.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the WVU Climbing Wall structure.

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

[I hereby give WVU Outdoor Recreation permission to photograph and/or videotape me in connection with the WVU Climbing Wall, and to publish any such photograph and/or videotape on electronic resources or in connection with any other educational or promotional material.]

I hereby represent that I am fully capable of participating on the WVU Climbing Wall, and that I have no physical limitations which could preclude my safe use of the WVU Climbing Wall.

Except as otherwise expressly provided for herein, I understand and acknowledge that neither WVU Outdoor Recreation, nor WVU, nor any of their agents or employees, assumes any responsibility or liability, in whole or in part, for any injuries (including death), losses, damages, acts of God, force majeure, criminal activity, expense, accident, damage to property, inconveniences, or for any additional expense occasioned by any of the foregoing.

I hereby acknowledge that I am aware of and understand the risks and dangers associated with the WVU Climbing Wall, as further described above. I hereby agree to assume, knowingly and voluntarily, each of these risks and all other risks that could arise out of, or occur during, my participation on the WVU Climbing Wall.

With the intention of binding myself, and my heirs, assigns and legal representatives, I hereby WAIVE AND RELEASE any and all rights and claims for damages which I may have against WVU Outdoor Recreation, WVU, or any of their agents or employees, for any and all property damage and personal injury of whatever kind suffered by me while participating on the WVU Climbing Wall, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties.

I understand that, if any provision or provisions of this document shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

I ACKNOWLEDGE THAT I HAVE READ, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT, AND HAVE UNDERSTOOD, THIS FORM, AND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL.

Participant Name _____
(please print)

Participant Signature _____ Date _____

Parent / Guardian Name _____
(please print) If participant is under 18 yrs of age

Parent / Guardian Signature _____