

OUTDOOR RECREATION PROGRAMS - CLIMBING WALL
OFFICE OF RECREATION SERVICES
IOWA STATE UNIVERSITY

RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

PLEASE READ THIS CAREFULLY - IT IS A BINDING LEGAL DOCUMENT!

Acknowledgment of Risk - CLIMBING WALL:

I HEREBY ACKNOWLEDGE and agree that the sport of rock climbing and the use of the Climbing Wall located in the Lied Recreation Athletic Facility, Iowa State University (hereinafter referred to as the CLIMBING WALL) has inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Climbing Wall, including, but not limited to:

- 1. All manner of injury resulting from falling off the Climbing Wall and impacting against rock faces and projections, whether permanently or temporarily in place, or the Climbing Wall 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 dropped items, such as but not limited to ropes or climbing hardware;
4. Failure of climbing equipment such as ropes, slings, harnesses, climbing hardware, anchor points, or failure of any part of the Climbing Wall Structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that the inherent risks involved in a climbing wall activity cannot be eliminated.

Initial Date

LIABILITY RELEASE

In consideration of the named minor's use of the Climbing Wall, I, \_\_\_\_\_, the parent or guardian of \_\_\_\_\_, do hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Iowa State University, the Outdoor Recreation Center and Programs, the Board of Regents of the State of Iowa, the State of Iowa, its officers, servants, agents, or employees, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me.

In consideration of the named child's use of the CLIMBING WALL, I, the undersigned parent or guardian of the named child, agree to INDEMNIFY AND HOLD HARMLESS the RELEASEES whether injury or damages is caused by my negligence, the negligence of the RELEASEES or the negligence of any third party from any loss, liability, damage or costs, including court costs and attorneys' fees, that RELEASEES may incur due to my use of the CLIMBING WALL.

It is my express intent that this RELEASE and HOLD HARMLESS AGREEMENT shall bind the members of the child's family, heirs, assigns and personal representative and shall be deemed as a RELEASE, WAIVER, DISCHARGE and COVENANT NOT TO SUE the above-named RELEASEES.

I hereby further agree that this Participation Agreement, Release, Assumption of Risk, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Iowa.

If the named child deviates from any aspect of the planned climbing wall activity, such deviation is purely voluntary and the RELEASEES shall not be liable for any injuries resulting or arising out of such deviation.

I understand that by participating in the specified activity I will ASSUME THE RISK of injury and damage sustained by the named child from the risks and dangers that are inherent in use of the CLIMBING WALL.

I certify that the child's birth date is \_\_\_\_\_ and is \_\_\_\_\_ years of age. I further certify that the child is in good health and has no physical limitations that would preclude his/her safe use of the climbing wall. My child has been instructed in the safety rules for the ISU Climbing Wall and agrees to abide by them.

I further certify that I am the parent or guardian of the named child and that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing ACKNOWLEDGEMENT OF RISK- CLIMBING WALL AND LIABILITY RELEASE, understand it, and sign it voluntarily on behalf of the named child.

Participant Printed Name

Parent or Guardian Signature

Date