

University of New Hampshire
Outdoor Education Artificial Climbing Wall

RELEASE/INDEMNIFICATION OF ALL CLAIMS AND COVENANT NOT TO SUE

Notice: This is a legally binding agreement. **PLEASE READ CAREFULLY.** By signing this agreement you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property up to and including loss of life however caused arising out of your use of the UNH OE Artificial Climbing Wall or New Hampshire Hall, now or any time in the future.

This form must be completed prior to participation on the climbing wall.

Name _____	Phone (____) _____
Address _____	
Email _____	Date _____

Acknowledgement of Risk:

I, _____ HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the UNH OE Artificial Climbing Wall have INHERENT RISKS, and that **no form of preplanning can remove all of the dangers to which I am exposing myself.** I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the UNH OE Artificial Climbing Wall. These risks include, but are not limited to:

1. All manner of injury resulting from falling off the Artificial Climbing Wall and impacting against the wall faces, projections, and artificial holds; whether permanently or temporarily in place, or impacting the floor beneath the Artificial Climbing Wall.

Initial _____
2. Rope abrasion, rope entanglement and other injuries resulting from activities on or near the UNH OE Artificial Climbing Wall such as, but not limited to, climbing, belaying, rappelling, traversing, lowering on rope, rescue systems, and any other rope techniques.

Initial _____
3. Injuries resulting from falling climbers or dropped items, including but not limited to, ropes or climbing hardware.

Initial _____
4. Cuts, abrasions, or bruises resulting from skin contact with the UNH OE Artificial Climbing Wall.

Initial _____
5. Failure of ropes, harnesses, slings, quick draws, climbing hardware, anchor points, or any other part of the UNH OE Artificial Climbing Wall.

Initial _____
6. Injuries resulting from human error, such as improper technique.

Initial _____

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the UNH OE Artificial Climbing Wall and that the above list is no way limits the extent or reach of this release and covenant not to sue.

Initial _____

Release/Indemnification and Covenant Not to Sue:

In consideration of my use of the Artificial Climbing Wall, **I, _____** the Undersigned User, on behalf of myself, my heirs, representatives, executors, administrators, and assigns HEREBY DO AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS The University of New Hampshire, its trustees, officers, agents, and employees (herein after referred to as the University) from any and all liability, cause of action, claims of any kind, or demand of any nature whatsoever, including but not limited to a claim of negligence, which I, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future against the University on account of personal injury, property damage, accident of any kind, or loss of life arising out of or in any way related to my use of the UNH OE Artificial Climbing Wall, whether that use is SUPERVISED OR UNSUPERVISED, however the injury or damage is caused, including, but not limited to situations where I have declined use of a helmet and signed the helmet waiver below, and the negligence of the University, its trustees, officers, agents, and employees.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the UNH OE Artificial Climbing Wall and that I am voluntarily assuming those risks. I understand that I will be solely responsible for any loss or damage, including loss of life, that I sustain while using the UNH OE Artificial Climbing 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 my use of the UNH OE Artificial Climbing Wall is entirely voluntary, that I have adequate health insurance to cover any injury or damage I may sustain while using it, that I meet the affiliation requirements for use of the UNH OE Artificial Climbing Wall, and that I am in good health and have no limitations that would preclude my safe use of the Wall.

(Please check if this applies) I am of lawful age (18 years old or older) and otherwise legally competent to sign this agreement.

CONTINUED ON REVERSE

I further understand that the terms of this agreement are legally binding, and I certify that I am signing this agreement, after having carefully read it, of my own free will.

I have read and fully understand the above Acknowledgement of Risk, the Release/Indemnification and Covenant Not to Sue, and the Hold Harmless clause. I acknowledge that I have read and agree to abide by the UNH OE Artificial Climbing Wall Rules as posted at the UNH OE Artificial Climbing Wall.

_____		_____	_____
Climber's Signature		Climber's Name (Printed Clearly)	Date
_____	_____		
D.O.B.	Climber's Age		

In Case of Emergency, please contact:

Name _____	Relationship to Climber _____
Phone Number(s) (_____) _____ (_____) _____	

Helmet Waiver:

I understand that climbing helmets protect the heads of falling climbers, primarily from rockfall or dropped climbing gear. Helmets are therefore required in outdoor climbing programs where rock and other items are more likely to fall. They are recommended - but not required - in indoor situations except when the climbing activity involves: routesetting, inspections, lead climbing, mock lead climbing, rescue scenarios, or any other situation where someone is working with droppable objects above. In these specified indoor situations, helmets are required.

My climbing activity does not involve any of the specified situations set forth above where use of a helmet is required. I have nevertheless been offered the use of a protective helmet free of charge, which in the event of an accident could prevent permanent brain damage or other injury, and I am refusing this safety precaution **to wear a protective helmet for climbing and take full responsibility and assume all risks for my own decision in refusing this safety precaution.**

In the event that my activity on the climbing wall will involve a situation that requires use of a helmet, I will either cease climbing or wear a helmet in accordance with UNH requirements.

Climber must write "I have read and understand the above helmet waiver"	

Climber Signature	Date

_____ (Please check if this applies) I am a minor (under 18), and acknowledge that my legal guardian must sign this form below on my behalf.	

PERMISSION (For Participation by Minor)

As parent(s)/guardian of _____, we have read and understand the above Assumption of the Risk, Release, Hold Harmless, Indemnity, and Insurance Agreement, and we grant our permission for _____ to participate. In granting this permission, we hereby agree for ourselves and our heirs to assume all risks involved with _____'s participation in the Program, to release, hold harmless, defend, and indemnify the College in the event anyone is injured or killed as a result of _____'s participation, and to be otherwise bound by the terms set forth in the said agreement.

Date: _____	Parent signature: _____
Date: _____	Parent signature: _____
Date: _____	Guardian signature: _____