

# St. Lawrence University Munro Climbing Wall

## ACKNOWLEDGEMENT OF RISKS

### ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY

**WARNING:** There are significant elements of risk in any adventure, sport, or activity associated with a climbing wall, bouldering area, and incidental weight and fitness training regimens and equipment (referred to herein as “activity”). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an activity for which you may not be skilled, we wish to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGEMENT OF RISKS:** I acknowledge that the following describes some, but not all, of the risks:

1) Slips, trips, falls, or painful crashes while using the facilities or equipment, climbing walls, bouldering area, landing pads, or bottom anchors; 2) Risk associated with crossing, climbing or down climbing; 3) Misuse of equipment or facilities, or failure of equipment; 4) My physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying or bouldering; 5) Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; 6) Abrasion from or entanglement with ropes or equipment; 7) The presence, actions, or falls of other participants. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death.

**EXPRESS ASSUMPTION OF RISK:** In recognition of the inherent risks of the activity which I, and any minor child for whom I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and /or using equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. *I also assume responsibility for damage and/or loss of my/our personal property.* I also assume risk for accidents or injury caused by the negligence of my belayer or spotter whether such negligence is comparative or contributory. *I am aware of the meaning of the terms “Unroped Climbing” (aka “Bouldering”), “Top Rope Climbing,” and “Lead Climbing,” and understand the differences among the activities.* I accept that lead climbing is the most dangerous due to the hazard to both leader and follower. I agree to be “checked out” on climbing and belaying skills prior to participation, and to follow posted rules. I acknowledge that wearing appropriate clothing and footwear are basic safety precautions and that *wearing a UIAA approved helmet may help prevent head and/or neck injuries.* If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result of not wearing a helmet.

I assume the risk(s) of personal injury, accidents, and/or illness, including but not limited to sprains, torn muscle and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; insect bite or allergic reaction; shock, paralysis, and/or death.

**COVENANT OF GOOD FAITH:** I recognize that you, as the provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participation in the activity. I accept your right to take such action for the safety of myself and/or other participants.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I have either appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us, as participants, become your property and may be used for promotional or commercial purposes.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian, or otherwise responsible, any heirs, personal representatives or assigns, do hereby release **St. Lawrence University**, its principals, directors, officers, employees, and volunteers, and each and every land owner and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arise from any cause whatsoever (except that which is the result of gross negligence).

In short, I cannot sue St. Lawrence and I cannot collect any money.

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I agree to the site of any lawsuit and the governing any lawsuit shall be New York State and governed by New York State law. The terms of this agreement shall continue and be in effect after the Climbing Wall program had ended.

As liquidated damages, I hereby agree that if St. Lawrence University is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay St. Lawrence University's costs and attorney's fees if they successfully defend such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release may be used as if it was an original.

I have read and understood the foregoing acknowledgement of risk, assumption of risk and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights.

**Participant's:**

Name (printed): \_\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In an emergency, notify: \_\_\_\_\_

Emergency phone (including area code): \_\_\_\_\_

Name, number, and personal id. number of health insurance provider: \_\_\_\_\_

\_\_\_\_\_

**If participant is under 18, the Parent or Legal Guardian must also sign:**

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