

Student's Name: _____

ID #: _____

Date of Birth: _____

**Texas State University – Campus Recreation
Acknowledgement of Risk, Assumption of Risk,
INDEMNIFICATION and WAIVER OF LIABILITY**

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ IT CAREFULLY BEFORE YOU SIGN.

There are inherent and dangerous risks in rock climbing, bouldering, rappelling, belaying, spotting, and all activities related thereto. Texas State University and its RockWall staff shall not make decisions concerning a person's choices involving risk while climbing, belaying, or spotting and all activities related thereto, nor can they provide an entirely safe atmosphere. The risks involved include known and unknown dangers such as accidental injury, permanent trauma, loss of life, or loss or damage to equipment.

Acknowledgement of Risk

I ACKNOWLEDGE AND AGREE that climbing, bouldering, repelling, belaying, and spotting and all activities related thereto have inherent risks. I ACKNOWLEDGE AND AGREE that Texas State University does not have the ability to eliminate risk and danger in these activities. I have full knowledge of the nature and extent of all risks associated with climbing and all activities related thereto, including but not limited to:

- Injury or death from falling from high elevations and impacting against rock surface or landing surface.
- Injury in the form of cuts, bruises, abrasions, muscle or tendon strain, and rope burns.
- Injury or death from equipment or other debris falling from above the climber and belayer (climbing partner).
- Injury or death from dirt or other materials in my eyes.
- Injury or death from choosing not to wear a helmet. I understand that helmets are provided free and by choosing not to wear a helmet, I am exposing myself to an increase risk of injury or death.
- Injury or death from choosing to wear my personal harness. I understand that by using my personal harness, I am responsible for inspecting the harness, maintaining its upkeep and ensuring that it is safe to use.
- Failure to follow safety policies and procedures and directions from the RockWall staff.
- The presence, actions, negligence, or falls of other participants.
- Misuse of equipment or facilities, or failure of ropes, harness, climbing hardware, anchor points, or any part of the climbing wall by me or anyone else.
- Fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of accidents, injury, and death.
- Slips, trips, falls, painful crashes or damage to personal property while using the facilities or equipment, climbing wall, bouldering area and landing area.
- Failure of the handholds or footholds.

Participant's initials

- Injury or death caused by the negligence of the belayer, spotter, or climbing partner. I acknowledge and agree that it is important to choose a climbing partner carefully, and I acknowledge and agree that I am solely responsible for verifying their wall certification and skill level.
- After completion of the top rope belay certification, I understand that I may belay other climbers and acknowledge and agree that I am responsible for my climbing partner's safety.

I ACKNOWLEDGE, AGREE AND UNDERSTAND that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, death, or property damage.

Assumption of Risk and Responsibility

I voluntarily and expressly agree and promise that I ASSUME ALL RISKS existing with this activity and full responsibility for my personal injury, including death and any property loss or damage that I may sustain as a result of being engaged in this activity, whether or not caused by negligence of those named in the Release. I certify that I am in good health and that I have no physical limitations that would preclude or impede my safe use of the RockWall and Climbing Wall and all activities related thereto. I am aware of the risks and dangers connected with the activity. My participation in this activity is purely voluntary and I expressly elect to participate in this activity in spite of all the risks. I engage in this activity knowing that the activity may be highly dangerous to me and to my property.

Release

IN AND FOR THE SOLE CONSIDERATION of my use of the RockWall, Bouldering Wall and any activity related thereto, I and on behalf of my heirs, representatives, executors, administrators and assigns, **DO RELEASE, DISCHARGE AND AGREE NOT TO SUE** Texas State University and the entities and persons named below for any claims, demands, actions, and causes of action of any nature whatsoever including a claim of negligence, which I, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future against Texas State University and those named below, arising out of any injury, including death and loss and damage to property, that I may sustain whether or not caused by the negligence of those named below, while using the RockWall and Bouldering Wall and any activity related thereto whether that use and activity is **SUPERVISED OR UNSUPERVISED**.

This release includes: (1) Texas State University, (2) Texas State University System Board of Regents, and (3) all regents, employees, agents, officers, and servants for these entities ("Released Parties").

INDEMNIFICATION

I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, INCLUDING COURT COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATING TO MY USE OF THE ROCKWALL AND BOULDERING WALL AND ANY ACTIVITY RELATED THERETO INCLUDING BUT NOT LIMITED TO THOSE CLAIMS AND CAUSES OF ACTION BASED ON THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE RELEASED PARTIES.

Participant's initials

SIGNATURE:

I certify that I am of lawful age (18 years or older) and legally competent to sign this agreement. I certify that I have fully read and understood all of the above. I agree to follow all directions of the Texas State University staff. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement of my own free will and after having carefully reading it.

Participant's name: _____

Signature: _____

Date: _____

Helmet Release (sign if you do not want to wear a helmet)

I voluntarily choose not to wear a helmet and accept personal responsibility for injuries or death that may occur as a result of not wearing a helmet.

Participant name: _____

Signature: _____

Date: _____

Personal Harness Release (sign only if you want to use your own harness)

I voluntarily choose not to wear a Texas State University harness and accept personal responsibility for injuries or death that may occur as a result of not wearing a Texas State University harness.

Participant name: _____

Signature: _____

Date: _____