

ROCK CLIMBING WALL

Assumption of Risk, Waiver of Liability, and Indemnity Agreement – On Behalf of a Minor
Office of Campus Recreation, Aebersold Student Recreation Center (ARC), Slippery Rock University (SRU)

One of the main purposes of this form is to inform you of certain risks and responsibilities that you will be assuming – on behalf of a minor for whom you are a parent or legal guardian (hereinafter the “Minor”) – as a participant on the ARC Climbing Wall. This form is valid for the calendar year 2020.

I understand and hereby acknowledge that the participation - by the Minor on whose behalf I am signing this form - in ARC Climbing Wall climbing activities is wholly voluntary, and that by signing this form I am acknowledging those risks and taking personal responsibility for them on their behalf.

Assumption of Risks: Participation in rock climbing carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to 3) catastrophic injuries including paralysis and death.

In consideration of the Minor being allowed to participate on the ARC Climbing Wall, I hereby agree to all of the following. Although the Office of Campus Recreation/ARC has taken precautions to provide proper organization, supervision, instruction and equipment for the ARC Climbing Wall, it is impossible to guarantee absolute safety. I understand that the Minor and I share the responsibility for safety on the ARC Climbing Wall, and I assume that responsibility on their behalf. I agree that the Minor and I will comply with ARC climbing wall policies and procedures, and any other applicable ARC/SRU policies and procedures, as well as with the instructions and directions of the ARC Climbing Wall staff members during their participation on the ARC Climbing Wall.

The following describes some, but not all, of the risks:

1. All manner of injury resulting from falling off the ARC Climbing Wall and impacting against rock faces, projections and objects whether permanently or temporarily in place and the ARC floor and floor pad system.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the ARC 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, climbing hardware and removable climbing holds.
4. Cuts and abrasions resulting from skin contact with the ARC Climbing Wall.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, removable climbing holds or any part of the ARC Climbing Wall structure.
6. Injuries resulting from the actions or omissions of other climbers.

Helmets: I understand that the ARC Climbing Wall makes helmets available to all participants at no cost. With this understanding I may elect to have the Minor wear or not wear this important safety device. If I choose not to do so, I accept personal responsibility for injuries that may occur as a result of the Minor not wearing a helmet.

Personal Harnesses: I have the option to voluntarily choose whether or not the Minor will wear an SRU harness; if I choose not to do so, I accept personal responsibility for injuries that may occur as a result of the Minor using a personal climbing harness.

Waiver: On behalf of the Minor, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Office of Campus Recreation, Slippery Rock University of Pennsylvania, and the State System of Higher Education, part of the Commonwealth of Pennsylvania, and their officers, employees, volunteers and agents from liability **for any and all claims including the negligence of Slippery Rock University of Pennsylvania, its officers, employees, volunteers and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in rock climbing.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Slippery Rock University and the State System of Higher Education HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of the Minor’s involvement in rock climbing and to reimburse the University and State System for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this assumption of risk, waiver of liability, and indemnity agreement, fully understand its terms, and **understand that, on behalf of the Minor, I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Participant Name (Print): _____ **(Under age 18) Date:** _____

Name of Parent or Legal Guardian (Print): _____ **Signature:** _____