



ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RESPONSIBILITY, AGREEMENT, COVENANT NOT TO SUE, RELEASE AND WAIVER OF LIABILITY

I, the undersigned, acknowledge and agree that I know and understand the risk of climbing indoors. I am also fully aware that such climbing involves many inherent risks, dangers, and hazards, including but not limited to personal injury or death resulting from slips, trips or falls while using the Western Michigan University Student Recreation Center facilities or equipment, climbing wall, bouldering areas, landing pits, or workout area and stairs (collectively "facilities" and/or "equipment"); abrasions from or entanglement with ropes or other equipment as well as failure to participate or climb safely or within one's ability, or misuse of the facilities; failure of equipment; or injuries or death resulting from the fall of the other persons or equipment who may come into contact with myself or other persons. I am also aware that the risks and dangers referred to above exist in all aspects of climbing including the use of the facilities, or participation in classes related to physical activities or activities sponsored by Western Michigan University or other organizations. I know that injury or death could occur using these facilities or equipment. I acknowledge that I am solely responsible for my own safety and well being with respect to using these facilities.

Understanding and accepting these terms and conditions, I choose to use Western Michigan University's facilities. In consideration of being allowed to use the facilities, I freely accept and fully assume all such risks, dangers, hazards and the possibility of personal injury, death, property damage, or loss resulting there from and agree to the following:

1. To the fullest extent permissible by law, I waive any and all claims that I have or may have in the future against Western Michigan University, including the president, officers, employees, operators, volunteer assistants, agents, and representatives of the University (collectively referred to as "releasees"), including those that arise from releasees' negligence;
_____ (Guardian initial here)
2. To the fullest extent possible by law, I covenant not to sue for, and release from, any and all liability for any loss, damage, injury, or expense that I may suffer as a result of the use of the Recreation Center or participation in the University's climbing wall and use of facilities; including that which arises from releasees's negligence; and
_____ (Guardian initial here)
3. To the fullest extent permissible by law, I shall hold harmless and indemnify the releasees from any and all liability from any and all property damage or personal injury to myself and any third party resulting from any use of the Recreation Center, climbing wall, or other facility at the University, including that which arises from releasees' negligence; and that this release and agreement shall be any claim in the event of my injury or death.
_____ (Guardian initial here)

••• NOTE: INJURY OR DEATH CAN RESULT BY USING THESE FACILITIES AND EQUIPMENT. IF YOU DO NOT WISH TO ACCEPT THE RISKS INHERENT TO THE SPORT OF CLIMBING THEN DO NOT SIGN THIS RELEASE OR USE THESE FACILITIES!
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I have read and understand this Agreement prior to signing it, and I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and staff may have against the University or its releasees, and I voluntarily sign it.

Date _____, 20 _____

Guardian Signature

Participant's Name (PRINTED)

Special Group ()