

ARC Climbing Wall Personal Equipment Waiver

NOTICE: This is a legally binding agreement. By signing this agreement you give up your right to bring court action or recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the University of Illinois Activity and Recreation Center Climbing Wall now or anytime in the future.

Assumption of Risk

I agree, on behalf of myself and/or any minor children for whom I am responsible, that there are inherent dangers involved with climbing activities and that I/we assume all risks associated with such activities. I/we realize that I/we are subject to injury from this activity. I/we further understand that the University of Illinois and Campus Recreation safety policies and procedures require the use of an approved safety harness and belay device on the climbing wall, which could prevent injury resulting from falls. I/we realize that Campus Recreation has made available for rent an approved safety harness and belay device. Against the advice of the University of Illinois and Campus Recreation staff, I/we am refusing this Campus Recreation equipment preferring instead to use personal climbing equipment. Campus Recreation staff have not inspected my personal climbing equipment for its safety, appropriateness for this application, nor my knowledge of its proper use. I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Board of Trustees of the University of Illinois and its respective officers, employees, and agents from liability from any and all claims including those which result in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, my voluntary decision to use personal climbing equipment.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Board of Trustees of the University of Illinois HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my voluntary decision to use personal climbing equipment and to reimburse it for any such expenses incurred.

Date: _____, 20____

Signature of Participant

Participant name, printed clearly

Signature of Parent/Guardian of Minor (under 18)

Witnessed by (Campus Recreation employee)