



WAIVER OF LIABILITY and ASSUMPTION OF RISK DREXEL CLIMBING WALL

NOTICE: This is a legally binding agreement. By signing this agreement you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused (including but not limited to negligence) arising out of your use of the Drexel University Recreation Center Climbing Wall (the “Climbing Wall”) now or at any time in the future.

Acknowledgement and Assumption of Risk:

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the Climbing Wall have inherent risks, including but not limited to:

1. All manner of injury resulting from falling off the Climbing Wall and impacting against wall faces and projections, whether permanently or temporarily in place, or the Climbing Wall floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the 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 or climbing hardware;
4. Cuts and abrasions resulting from skin contact with the Climbing Wall;
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Wall structure.
6. Negligence of others, including bad decision making, inattentive belayers and holds that have become loose or damaged by other climbers.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and that the above list in no way limits the extent or reach of this Waiver of Liability and Assumption of Risk Agreement.

_____ **Climber’s Initials**

Release/Indemnification and Covenant Not To Sue:

In consideration of my use of the Climbing Wall at any time hereafter, I, _____, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE Climbing Wall Monitors, Drexel University, its trustees, agents, and employees (collectively, the “University”) from any cause of action, claims or demands of any nature whatsoever, including but not limited to a claim of negligence, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against the University on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the Climbing Wall, whether that use is **SUPERVISED OR UNSUPERVISED**, howsoever the injury or damage is caused, including but not limited to the negligence of the University.

In consideration of my use of the Climbing Wall now or in the future, I, _____, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS Drexel University, its trustees, agents and employees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the Climbing Wall.

I have read the Climbing Wall Policies and agree to abide by them. Additionally, I agree to advise the Climbing Wall Monitor if I do any damage or notice any damage to the wall, ropes, anchors, or other wall equipment. I also agree to advise the Climbing Wall Monitor if I witness or partake in any unsafe conduct.

I understand that the University does not require me to utilize the Climbing Wall, but I want to do so despite the possible dangers and risks.

I further certify that I am in good health and that I have no physical limitations which would preclude my safe use of the Climbing Wall and that I will consult a physician prior to participating in this activity if I do not routinely participate in strenuous physical activity. I further certify that I will wear proper protective equipment and I agree to abide by all rules of the sport, facility and/or class as mandated by the University Recreation Department.

I have been advised that at various times during my use of the Climbing Wall, the University may be taking digital images, photographs, and/or videotapes of climbers for educational, promotional and informational purposes for use in University print materials and on the web. I understand that when/if a climber's likeness or image is used in a publication, there will be no identifying information provided (i.e., climber's name, personal information). By signing this agreement, I give permission for use of any images, photographs or video taken.

I further certify that my date of birth is _____ (month/day/year), that my present age is ____ and that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read the same, of my own free will.

Emergency Contact Information

Should I require emergency medical treatment as a result of accident or illness, I consent to treatment and/or admission to an accredited hospital or emergency care center if necessary for the provision of such treatment. I acknowledge that the University does not provide health and accident insurance for participants and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment. In case of emergency, please contact the following:

Contact Name _____ **Relationship** _____
Contact Number: () -

I acknowledge that a failure to reach my emergency contact in an emergency shall not affect the validity of this Waiver of Liability and Assumption of Risk Form.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

Signature _____

Date _____

Phone: () -

Printed Name _____ Male Female

Email _____

Address _____

Drexel Undergraduate Student

Drexel Faculty/ Staff

Drexel Graduate Student

Other

Parent's Signature (if User is a Minor under the age of 18) _____

Date _____ **Printed Name** _____