

Minor Climbing Wall Release

--- Important: This is a Legal Document ---

Please read and understand this document before signing. If you have questions please ask us or consult an attorney.

The Outdoor Program, Recreational Sports, and Bowling Green State University wants to insure that our guests have a rewarding experience. We wish to inform our climbing wall participants and their parent(s) or legal guardian(s) that Climbing Wall activities are not risk free. The same elements that contribute to the unique character and fun of climbing wall activities such as physical exertion and RISK can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent injury or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want participants and their parent(s) or legal guardian(s) to know in advance what to expect and to be informed of the potential risks. We ask that both the minor and a parent or legal guardian read, sign and return this document back to our office.

ACKNOWLEDGEMNT OF RISKS

Rock climbing and using indoor climbing walls like all outdoor recreation activities are hazardous. The following accidents and injuries may occur as a result of these climbing on the wall:

1. The obvious accidents that occur in climbing are falling. Whenever you fall, you may fall only a few feet or all the way to the floor. As you fall, you may hit objects or the wall that are in your path.
2. When the rope catches your fall, the jolt from the rope may cause injury.
3. Falling to the ground from any height may cause serious injury, paralysis, or death.
4. In addition to the hazards of falling, objects falling off the wall may hit you. Holds, climbing equipment, and even people may fall and hit you as you are standing at the base or while climbing.
5. Equipment may fail. Climbing equipment is tested before use; however, the extreme conditions in which climbing equipment is used in conjunction with the damages caused by the wall can cause climbing equipment to fail.
6. Improper use of the equipment or not properly tying in will result in injury. The climbing hold may spin or break. As you climb, you may pull out protection from the wall or quick-draws may unclip.
7. You may experience cuts, scrapes and rope burns from holding on to the holds or wall.
8. Hair or loose clothing may get caught in equipment causing personal injury or damage to clothing.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while climbing. It is also possible that some participants would suffer mental anguish or trauma from their experience or injuries.

Contract, Waiver, Release & Indemnification

I am aware that a minor (name) _____ under my legal custody desires to participate and climb at the Bowling Green State University Climbing Wall, and I certify that s/he is fully capable of participating. I state that I have read the above statement on some of the possible risks involved and therefore assume full responsibility for myself and my minor, for any bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my minor or family, negligence of other participants, negligence of the Outdoor Program climbing wall staff, or the negligence of the Recreational Sports and Bowling Green State University. I also understand that Bowling Green State University reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Climbing Wall activities.

I realize that my child is subject to injury from this activity and that no form of preparing can remove all of the danger to which he/she is exposing himself/herself. He/She has been offered a protective safety helmet, which can prevent injury and/or permanent brain damage in the event of an accident. Against the advice of the climbing wall staff, and the insurance underwriters I am refusing this critical safety precaution for my child. I am assuming all hazards of risk upon myself for my child.

Initial

I agree to indemnify, release, waive, forever discharge and covenant not to sue the State of Ohio, Bowling Green State University and its governing board, officers, agents, employees, any students acting as employees, and volunteers ("Releasees") from and against any and all liability for any harm, injury, damages, claims, demands, actions, causes of action, costs, and expenses of any nature that maybe sustain by my minor or by any property belonging to s/he, whether caused by the negligence or carelessness of the Releasees. This includes transportation to or from the climbing wall, or any supplemental travel being conducted in conjunction with the climbing wall.

--- OVER ---

It is my expressed intent that this release and hold harmless agreement shall bind my minor, myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge, and Covenant Not to Sue" the Releasees.

As liquidated damages, I hereby agree that if Bowling Green State University is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Bowling Green State University's costs and attorney fees if they successfully defend such action, lawsuits or litigation.

I hereby give Releasees permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my minor. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

In signing this release, I acknowledge and represent that I have carefully read this agreement and understand its contents and that I sign this document on my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my minor's participation in climbing wall activities, and s/he has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

I also agree that this Release shall be construed in accordance with the laws of the State of Ohio. And agree to the site of any lawsuit and the law governing any such lawsuit shall be Ohio and governed by Ohio state law. Should any part of this release be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release Bowling Green State University Outdoor Program the use of my minor's photograph or video recording for any purposes within the scope of the Outdoor Program.

I have adequate health, disability and life insurance for my minor and myself.

***THIS IS A RELEASE OF LEGAL RIGHTS.
READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.***

I, (guardian) _____ of my own free will, for my family, minor children, heirs, executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this _____ day of _____ 20__.

If under 18, this form must be signed by a parent or guardian before student can participate.

(Print) Parent or Guardian

Signature

Date

(Print) Minor

Signature

Date

IN CASE OF AN EMERGENCY PLEASE CONTACT: _____

PHONE NUMBER OF EMERGENCY CONTACT: _____

I CARRY MEDICAL INSURANCE? YES _____ NO _____

NAME OF PROVIDER (If known): _____