

PRINT NAME (legibly) _____

Office use only:

Semester Pass: Fall (date) _____ Spring (date) _____ **Belay Certified:** (date) _____

Earlham College Climbing Wall

Assumption of Risk and Release of Liability for Minors

I hereby acknowledge and agree that wall climbing and the use of the Earlham College Climbing Wall will expose me to certain stresses and hazard, not all of which can be foreseen. I hereby certify that I have full knowledge of the nature and extent of risks associated with wall climbing, including but not limited to: all manner of injury resulting from falling off the climbing wall and impacting against the wall or floor; injuries resulting from being dropped to the floor during lowering on rope, belaying, and rope handling techniques; and failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall structure.

In consideration of my use of the Earlham College Climbing Wall, I, _____, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns **HEREBY DO RELEASE, INDEMNIFY, AND HOLD HARMLESS** Earlham College, its officers, agents, and employees from any and all causes of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence, which I, my heirs, representatives, executors, and assigns may now have, or have in the future against the College on account of personal injury, property damage, death, or accident of any kind, arising out of or in any manner related to my use of the Earlham College Climbing Wall, whether that use is supervised or unsupervised.

I understand that I am solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall and that by this agreement I am relieving the College of any and all liability for such loss, damage, or death.

I agree to act in ways which promote my own safety, to abide by the standards set forth by the Community Code in the Student Handbook, and to actively promote the safety of peers by enforcing safe practice in all aspects of wall climbing.

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.

I further certify that my present age is _____.

I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having read the same, of my own free will. In witness whereof, this instrument is duly executed at Richmond, Indiana, this _ day of _____ in the year _____.

Print Name _____ Signature _____

Witness (print) _____ Signature _____

Parental or Guardian's Release of All Claims and Covenant Not to Sue

I, the undersigned being the parent, guardian, or person having the care and custody of _____, do hereby consent that s/he may participate in Earlham College Climbing Wall activities, and in consideration of Earlham College, its officers, agents, and employees, permitting s/he to participate, do hereby release from all claims and agree not sue Earlham College,

its officers, agents, and employees for any claim which may arise out of the Climbing Wall activity. By signing this document, it is our intention to exempt and relieve Earlham College, its officers, agents, and employees from liability for personal injury, property damage, or wrongful death caused by negligence.

_____ Date: _____

Signature of parent or guardian

_____ Print name of parent or guardian

Helmet Release Waiver

I understand that helmets are required by the College and provided free-of-charge for use while using the Climbing Wall, and that helmets are an important piece of safety equipment which can reduce the risk of certain injuries. I understand that by choosing not to wear a helmet, I am exposing myself to an increased risk. Against the advice of Earlham College, I am refusing this critical safety precaution and thereby waive and release Earlham College from any and all liability associated with my voluntary refusal to wear a safety helmet.

Signature _____ Date _____