

Sam Houston State University
Climbing and Challenge Waiver of Liability and Assumption of Risk
Important: This a Legal Document - Read Carefully

Rock Climbing/Belaying/Challenge Course:

There are significant elements of risk in any sport or activity participants at all times from the hazards of rock climbing, belaying, rappelling or challenge course. The risks include, but are not limited to loss or damage to equipment, accidental injury, permanent trauma, or loss of life. Given the risks described above, Sam Houston State University (SHSU) cannot eliminate risks, nor provide an entirely safe atmosphere or experience. Individual participants are responsible for their own participation decisions. By participating an individual waives liability and assumes any and all risk of personal injury, property damage or death resulting from participating in this activity.

Acknowledgement of Risk:

Participants are on notice that the SHSU staff is not certified by any governing body for the practice or instruction of climbing.

I hereby acknowledge and agree that participating in climbing, belaying, repelling and challenge activities have inherent danger, risks, and hazards. SHSU staff and safety training cannot eliminate the risk or danger to participants. I have full knowledge of the nature and extent of all risks associated with climbing, including but not limited to:

- Injury or death
- Getting dirt or other materials in eyes.
- Injury or death that may be related to choosing not to wear a helmet. I understand that helmets are provided free of charge and by choosing not to wear a helmet, I am exposing myself to an increase risk.
- Injury or death that may be related wearing my personal harness. I understand that harnesses are provided free of charge and by choosing to wear a personal harness, I have accepted responsibility for inspecting the harness and maintaining its upkeep.
- Failure to follow the above safety policies and procedures and/or follow directions from staff.
- The presence, actions or actions or other participants.
- Misuse of equipment or facilities, or failure or ropes, harness, climbing hardware, anchor points or any part of the climbing wall.
- Injury or death caused by belayer (climbing partner) negligence.
- After completion of the top rope certification, I understand that I may belay other climbers and realize that I am responsible for my climbing partner's safety.
- Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of accidents.
- Slips, trips, falls, painful crashes or damage to personal property while using the facilities or equipment, climbing wall, bordering area and landing area.
- Failure of the handholds may occur and is not the responsibility of the SHSU climbing wall staff.

I understand the description of these risks is not complete and that other unknown or unanticipated risk may result in injury, illness, death or property damage.

CONTINUED ON OTHER SIDE

Assumption of Risk and Responsibility:

In recognition of the inherent risks of climbing and challenge activities and in consideration for my participation in same, I, the undersigned participant, and/or parent of participant, accept all risk of injury to my person including death. I agree to release, and on behalf of myself, my heirs, representatives, executors, administrators, and assigns hereby do release SHSU, the Board of Regents, Texas State University System, its agents officers, employees, participants, volunteers, and all other persons or entities acting in any cause of action, claims, or demands of any nature whatsoever related to my intentions to climb as follows: Knowledge that rock climbing/belaying entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself/my child, to property or to third parties.

I hereby certify that I have full knowledge of the nature of risks of climbing and further understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all risks existing in this activity on behalf of myself/my child. Participation in this activity is purely voluntary, and I/my child elect to participate in spite of the risks.

I hereby voluntarily **RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** SHSU, the Board of Regents, and Texas State University System of any and **ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH ARE IN ANY WAY CONNECTED WITH MY USE OF SHSU EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF SHSU.**

Should SHSU, the Board of Regents, the Texas State University System, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all fees and costs. I certify that I have adequate insurance to cover any injury or damage I/my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself/my child. I further certify that I am in good health and that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I certify that I have fully read and understood the forgoing policies and procedures, acknowledging of risks, and assumptions of risks and responsibility. I/my child agree(s) to abide by the policies and procedures listed above and follow all directions of the SHSU climbing wall staff. I further understand that the terms of this agreement are legally binding and shall remain in full force and effect until such time as I rescind in writing.

Name of Participant – Please Print

SAM ID

Signature of Participant

Date

Signature of Parent or Legal Guardian (if under 18)

Date

Personal Safety Harness Release: (sign ONLY if you choose to wear your own personal safety harness)	
I voluntarily choose not to wear a SHSU safety harness and accept personal responsibilities for injuries or death that may occur as a result of not wearing a thoroughly inspected and monitored SHSU safety harness.	
_____ Signature of Participant	_____ Date
_____ Signature of Parent or Legal Guardian (if under 18)	_____ Date

Name: _____ Waiver #: _____ SAM ID: _____
