



## SHSU Climbing Waiver of Liability and Assumption of Risk

### **Rock Climbing/Belaying:**

There are significant elements of risk in any sport or activity participants at all times from the hazards of rock climbing, belaying or rappelling. The Sam Houston State University climbing wall staff cannot make decisions concerning a person's choices involving risk while climbing, nor can they provide an entirely safe climbing atmosphere. The risk involved in climbing includes known and unknown dangers such as loss or damage to equipment, accidental injury, permanent trauma, or loss of life. Anyone participating in this activity hereby waives liability and assumes any and all risk of personal injury, property damage or death resulting from participating in this activity.

### **Acknowledgement of Risk**

Patrons should be aware that not one member of the SHSU climbing wall staff is certified by any body governing the practice or instruction of climbing, as there are none. For information on "professional" climbing guides and the certification thereof, contact the American Mountain Guide Association at [www.amga.com](http://www.amga.com)

I hereby acknowledge and agree that the use of climbing has inherent risks. The SHSU climbing wall staff will provide as safe of an environment as reasonably possible, and will try to positively influence patrons' decisions while climbing, but in no way have the ability to eliminate risk and or danger/ to do so would be to eliminate climbing itself. I have full knowledge of the nature and extent of all risks associated with climbing, including but not limited to:

- Injury or death from falling from high elevations and impacting against rock surface or landing surface.
- Injury or death in the form of cuts, bruises, abrasions, muscle, tendon strain, and rope burns.
- Injury or death from equipment or other debris falling from above the climber and belayer (climbing partner).
- Getting dirt or other materials in eyes.
- Injury or death from choosing not to wear a helmet. I understand that helmets are provided free and by choosing not to wear a helmet, I am exposing myself to an increase risk.
- Injury or death from choosing to wear my personal harness. I understand that by using my personal harness that I am responsible for inspecting the harness and maintaining its upkeep.
- Failure to follow the above safety policies and procedures and/or follow directions from wall staff.
- The presence, actions or falls or other participants.
- Misuse of equipment or facilities, or failure of ropes, harness, climbing hardware, anchor points or any part of the climbing wall.
- Injury or death caused by belayer (climbing partner) negligence. I understand that it is important that I choose my climbing partner carefully and that I am responsible for verifying their wall certification and skill level.
- 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.

### **Assumption of Risk and Responsibility**

In recognition of the inherent risks of the above activity and in consideration of my desire to participate in climbing activities, I, the undersigned user, agree to release, and on behalf of myself, my heirs, representatives, executors, administrators, and assigns hereby do release SHSU, 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, 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 of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.**

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SHSU 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, or anyone acting on its 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 may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. 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 agree 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.

- **Participant name:** \_\_\_\_\_
- **Signature:** \_\_\_\_\_
- **Date:** \_\_\_\_\_

**Signature of Parent or Guardian (if under 18):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Helmet Release** (Sign if you do not want to wear a helmet)

I voluntarily choose not to wear a helmet and accept personal responsibilities for injuries or death that may occur as a result of not wearing a helmet.

**Participant name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature of Parent or Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Personal Harness Release** (Sign only if you want to use your own harness)

I voluntarily choose not to wear an SHSU harness and accept personal responsibility for injuries or death that may occur as a result of not wearing a thoroughly inspected and monitored SHSU harness.

**Participant name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature of Parent or Guardian (if under 18):** \_\_\_\_\_

**Date:** \_\_\_\_\_