

**University of Illinois Activity and Recreation Center
Climbing Wall Release of All Claims and Covenant Not to Sue**

NOTICE: This is a legally binding agreement. By signing this agreement you give up your right to bring court action or recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the University of Illinois Activity and Recreation Center Climbing Wall now or anytime in the future.

Assumption of Risk

I hereby acknowledge and agree that climbing and the use of the University of Illinois Activity and Recreation Center Climbing Wall has inherent risks. I have full knowledge of the nature and extent of all risks associated with climbing including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and impacting against the wall or floor.
2. Injuries resulting from being dropped to the floor during lowering on rope, belaying and rope handling techniques.
3. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the ARC Climbing Wall structures.
4. I understand that helmets are provided free-of-charge for use while climbing, 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 increased risk.

We strongly recommended that you consult your personal physician before starting any strenuous activity or class.

Release of All Claims and Covenant Not to Sue

In consideration of my use of the of University of Illinois Activity and Recreation Center Climbing Wall, I, _____(printed name) for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Board of Trustees of the University of Illinois and its respective officers, employees, and agents from liability from any and all claims including those which result in personal injury, accidents or illnesses (including death), and property loss arising from, 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 ARC Climbing Wall, whether that use is supervised or unsupervised.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the ARC Climbing Wall and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, that I sustain while using the ARC Climbing Wall and that by this agreement I am relieving the University of any and all Liability for such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitations, which would preclude my safe use of the ARC Climbing Wall. I further certify 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.

In witness whereof, this instrument is duly executed at Champaign, Illinois, this day of _____, 20____.

_____/_____
ARC Climbing Wall user's signature/date

_____/_____
ARC Climbing Wall user's printed name/date

_____/_____
Witness' signature/date (Campus Recreation employee)

_____/_____
Witness' printed name/date

_____/_____
Parent/guardian of minor (under 18) signature/date

_____/_____
Parent/guardian printed name/date

ARC Climbing Wall Helmet Waiver

I agree, on behalf of myself and/or any minor children for whom I am responsible, that there are inherent dangers involved with climbing activities and that I/we assume all risks associated with such activities. I/we realize that I/we are subject to injury from this activity. I/we further understand that the University of Illinois and Campus Recreation safety policies and procedures require the use of and wearing of safety protective helmets, which could prevent injury to my/our head, including, but not limited to, permanent brain damage and death. Against the advice of the University of Illinois and Campus Recreation staff I/we am refusing this critical precaution and I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Board of Trustees of the University of Illinois and its respective officers, employees, and agents from liability from any and all claims including those which result in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, my voluntary refusal to wear a safety helmet.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Board of Trustees of the University of Illinois HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my voluntary refusal to wear a safety helmet and to reimburse it for any such expenses incurred.

Date: _____, 20____

e-mail: _____@_____

Signature of Participant

Participant name, printed clearly

Signature of Parent/Guardian of Minor (under 18)

Witnessed by (Campus Recreation employee)