

Participant Name: _____

Semester: _____



PARTICIPANT WAIVER AND HOLD HARMLESS FORM THE TEXAS A&M UNIVERSITY SYSTEM

OUTDOOR ADVENTURES – INDOOR CLIMBING FACILITY

1. In consideration for receiving permission for myself or my dependent to participate at the Indoor Climbing Facility (herein referred to as ACTIVITY), which is sponsored by the Department of Recreational Sports Outdoor Adventures program at Texas A&M University (herein referred to as SPONSOR), a member of The Texas A&M University System, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes SPONSOR, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, *including injuries sustained as a result of the negligence of RELEASEES*. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.

2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to the following:
- Paralysis, injury or death while traveling to and from the activity site.
 - Equipment may fail, malfunction or be used incorrectly.
 - Rope burns while handling the rope.
 - Falling to the ground from a height of varying distances.
 - During a fall on top rope or lead, the jolt from the rope catching you may injure you.
 - Objects falling off the climbing site may hit you such as climbing holds, bolts, climbing equipment and even other people.
 - Anchors may fail.
 - Belay error.
 - Slipping and falling at the climbing site.
 - Personal injury including but not limited to: blisters; sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; head, neck, and/or spinal injuries; medical illnesses; allergic reaction, shock, paralysis or death and serious injury or impairment to other aspects of my body and general health and well being

and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR**

PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of participating in said activity ***including injuries sustained as a result of the negligence of RELEASEES.*** I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity.

3. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.

4. I give permission for the activity leaders to seek emergency medical, rescue or evacuation services for me should I become injured or ill with the understanding that *I am responsible for any expenses incurred.* I fully understand that Texas A&M University does NOT provide any medical insurance coverage for me while participating in this activity. I also realize that I may be attended to by the activity leaders until medical care is available.

5. I acknowledge that photographs and video tapes may be taken during the activity and allow reproductions of these photographic materials to be used in promotional activities initiated by Outdoor Adventures, the Department of Recreational Sports and Texas A&M University.

6. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

7. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED this _____ day of _____, _____

Participant Signature: _____ **Printed Name:** _____

FOR DEPENDANTS (if participant is under 18 years old):

Legal **Printed** Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Street Address: _____ City _____ State _____ Zip _____

Home Phone: () _____ Work Phone: () _____ Cell Phone: () _____

TAMU OUTDOORS – INDOOR CLIMBING FACILITY CLIMBER INFORMATION FORM

Participant Legal **Printed** Name _____ Date of Birth _____

ID# or Drivers Lic # _____ E-Mail: _____

Street Address: _____ City _____ State _____ Zip _____

Home Phone: () _____ Work Phone: () _____ Cell Phone: () _____

Student _____ Fac/Staff _____ Dependant _____ General Public _____

In Case of Emergency,

(In the case of a dependent climber, only fill out this portion if the emergency contact is different from the guardian information found on page 2)

Contact Name: _____ **Relationship:** _____

Street Address: _____ City _____ State _____ Zip _____

Home Phone: () _____ Work Phone: () _____ Cell Phone: () _____

Use of Indoor Climbing Facility Risks and Hazards

There are risks and hazards inherent to climbing and bouldering. The same elements that contribute to the uniqueness and fun of these activities can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. Outdoor Adventures does not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks.

_____ **Participant initials, acknowledging inherent risks of the indoor climbing facility listed above under item #2.**