Minor Climbing Wall Release

- - - Important: This is a Legal Document - - -

Please read and understand this document before signing. If you have questions please ask us or consult an attorney.

The Outdoor Program, Recreation and Wellness, and Bowling Green State University wants our guests to have a rewarding experience. We wish to inform our climbing wall participants and their parent(s) or legal guardian(s) that Climbing Wall activities are not risk free. The same elements that contribute to the unique character and fun of climbing wall activities such as physical exertion and risk can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent injury or death. We want participants and their parent(s) or legal guardian(s) to know in advance what to expect and to be informed of potential risks. We ask that both the minor and a parent or legal guardian read, sign and return this document to an Outdoor Program staff member.

ACKNOWLEDGEMENT OF RISKS

Rock climbing and using indoor climbing walls like all outdoor recreation activities are hazardous. The following accidents and injuries may occur as a result of these climbing on the wall:

- 1. The obvious accidents that occur in climbing are falling. Whenever you fall, you may fall only a few feet or all the way to the floor. As you fall, you may hit objects or the wall that are in your path.
- 2. When the rope catches your fall, the jolt from the rope may cause injury.
- 3. Falling to the ground from any height may cause serious injury, paralysis, or death.
- 4. In addition to the hazards of falling, objects falling off the wall may hit you. Holds, climbing equipment, and even people may fall and hit you as you are standing at the base or while climbing.
- 5. The extreme conditions in which climbing equipment is used in conjunction with the damages caused by the wall can cause climbing equipment to fail.
- 6. Improper use of the equipment or not properly tying in will result in injury. The climbing hold may spin or break. As you climb, you may pull out protection from the wall or quick-draws may unclip.
- 7. You may experience cuts, scrapes and rope burns from holding on to the holds or wall.
- 8. Hair or loose clothing may get caught in equipment causing personal injury or damage to clothing.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while climbing. It is also possible that some participants would suffer mental anguish or trauma from their experience or injuries.

Contract, Waiver, Release & Indemnification

I am aware that a minor (name)	under my legal custody
desires to participate and climb at the Bowling Green State University Climbing	g Wall, and I certify that s/he is fully
capable of participating. I state that I have read the above statement on some	of the possible risks involved and
therefore assume full responsibility for myself and my minor, for any bodily in	jury, death and loss of personal
property and any expenses as a result of my negligence, negligence of my min	<u>or</u> or family, negligence of other
participants, negligence of the Outdoor Program climbing wall staff, or the neg	gligence of the Recreation and
Wellness and Bowling Green State University. I also understand that there is a	n inherent risk of exposure to
contagious diseases such as COVID-19, which exists in any public place where	people are present. I acknowledge
that I assume the risk of illness caused by contagious diseases.	

I agree to indemnify, release, waive, forever discharge and covenant not to sue the State of Ohio, Bowling Green State University and its governing board, officers, agents, employees, any students acting as employees, and volunteers ("Releasees") from and against any and all liability for any harm, injury, damages, claims, demands, actions, causes of action, costs, and expenses of any nature that maybe sustain by my minor or by any property belonging to s/he, whether caused by the negligence or carelessness of the Releasees. This includes



transportation to or from the climbing wall, or any supplemental travel being conducted in conjunction with the climbing wall. --- OVER ---

It is my expressed intent that this release and hold harmless agreement shall bind my <u>minor</u>, myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge, and Covenant Not to Sue" the Releasees.

I hereby agree that if Bowling Green State University is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Bowling Green State University's costs and attorney fees.

I hereby give Releasees permission for transportation to any medical facility or hospital and I authorize any BGSU employee certified in CPR/AED/First Aid or medical personnel to render necessary emergency medical care to me. I understand and agree that Releasees have no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

In signing this release, I acknowledge and represent that I have carefully read this agreement and understand its contents and that I sign this document on my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my **minor's** participation in climbing wall activities, and s/he has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury.

I also agree that this Release shall be construed in accordance with the laws of the State of Ohio. And agree to the site of any lawsuit and the law governing any such lawsuit shall be Ohio and governed by Ohio state law. Should any part of this release be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release Bowling Green State University Outdoor Program the use of my <u>minor's</u> photograph or video recording for any purposes within the scope of the Outdoor Program.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

, (guardian)	of my own free will, for my family, minor children, heirs,	
executors and myself	, have read, understand and acknowledge the risks	and liability for myself and my family
this	day of 20	
If under 18, thi	s form must be signed by a parent or guardia	n before student can participate.
(Print) Parent or Guardia	an Signature	Date
(Print) Minor	Signature	Date
IN CASE OF AN EMER	GENCY PLEASE CONTACT:	
PHONE NUMBER OF E	EMERGENCY CONTACT:	