UNIVERSITY OF WISCONSIN - LA CROSSE
ADVENTURE PROGRAMS-CLIMBING WALL
PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of the UW-La Crosse Climbing Wall, their agents, owners, officers, volunteers, participants, employees, sponsors, and other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "UWL.CW"), I hereby agree to release and discharge the UWL.CW, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing on a climbing wall 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 understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: climbing on, or falling off, loose and/or damaged artificial holds, the artificial climbing structures, falling to the ground, on other users, or being fallen on by other users, abrasions from the walls, ropes, pads, or the floor, equipment failure, belay failure, or climbing out of control or beyond ones personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present, or my own negligence.

Furthermore, UWL.CW employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. Instructors may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. 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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless UWL.CW from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of UWL.CW's equipment or facilities, including any such Claims which allege negligent acts or omissions of UWL.CW.

4. Should UWL.CW or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreements, I agree to indemnify and hold them harmless for all such fees and costs.

5. 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 have no medical or physical conditions which 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against UWL.CW on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant:_____ Check one: ___ UWL ___ Non UWL

Check one: ___ 18 years of age or older ___ Under 18 years of age (Parent/Guardian consent required)

Print Name:|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|

Address:_____ City:_____ State:_____ Zip:_____

Phone:_____ Date:_____ Birth Date:_____ Age:_____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name)("Minor") being permitted by UWL.CW to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless UWL.CW from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian:_____ Date:_____

Print Name:|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|

PHOTO/MEDIA RELEASE (Must be completed for participants if under the age of 18)

I grant to UWL.CW the right to use, reproduce, assign and/or distribute photographs, films, and videotapes of myself or on the behalf of minor for use in materials they may create.

Signature of Parent or Guardian:_____ Date:_____