

Board of Regents of the University of Wisconsin System,  
University of Wisconsin-La Crosse, Department of Recreational Sports  
REC Climbing Gym

**REC Climbing Gym Participant Agreement, Release, and Acknowledgement of Risk**

In consideration of the services of the State of Wisconsin, the Board of Regents of the University of Wisconsin System, and the University of Wisconsin-La Crosse, Recreational Eagle Center (UWL), their officers, agents, and employees, and the Recreational Eagle Center (REC) Climbing Gym, (hereinafter collectively referred to as "UWL CG"), I hereby agree to release and discharge the UWL CG, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

The risks include, but are not limited to: 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 one's personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present, or my own negligence.

Furthermore, UWL CG 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. Belayers may give inadequate warnings or instructions, and the equipment being used might malfunction.

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.
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 understanding these risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless UWL CG 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 CGs equipment or facilities, except for any such Claims which allege negligent acts or omissions of UWL CG.
4. Should UWL CG or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, 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.
6. I agree to grant UWL CG authority to act in any attempt to safeguard and preserve my health or safety during my participation in this activity, including authorizing medical treatment on my behalf and at my expense.
7. I agree to conform to all applicable policies, rules, regulations, and standards of conduct established by UWL CG.

8. I accept the risk and responsibility for the condition and proper use of any personally owned safety equipment. I fully understand that no inspections or representations are made as to the adequacy of personal equipment by anyone other than participants themselves and assume the risk that this entails.

### **Consent for Emergency Treatment**

I authorize UWL CG and its designated representatives to consent, on my behalf, to any emergency medical/hospital care or treatment to be rendered upon the advice of any licensed physician. I agree to be responsible for all necessary charges incurred by any hospitalization or treatment rendered pursuant to this authorization.

### **Photo Release**

I hereby authorize the UWL CG, its officers, employees or agents acting on behalf of the Board of Regents of the University of Wisconsin System ("University") to photograph, digitize or otherwise preserve my likeness or image. I further grant the UWL CG, its advertising agency, licensees, and producers of its educational and promotional materials the unrestricted right and permission to use, publish and copyright my image (including audio, moving, or digitized image, or to photograph) in any of its printed publications, audiovisual presentations, and/or online presentations, that are used in the furtherance of its educational mission, or for advertising and promotion of UWL CG programs.

I understand that once my image is posted on the web or shared through authorized means that are used in furtherance of its educational mission, or for advertising and promotion of UWL CG programs, the image can be downloaded by any computer user internal or external to the University system. I agree to indemnify and hold harmless the University from any third party claims based on my image or the use of my image and release the University, its officers, employees and agents from all claims, liability and costs of whatever kind relating to the use of my image.

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 CG 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.

### **Temporary Custodial Care (If Applicable)**

I, the undersigned parent/guardian, authorize another individual to have custodial care and supervision of my child during the above activity. I understand and agree that:

1. The designated caregiver will be responsible for the care and supervision of my child during the activity.
2. The University of Wisconsin-La Crosse (UWL), its officers, employees, and agents are not responsible for the actions or omissions of the designated caregiver.
3. I agree to release, indemnify, and hold harmless UWL from any and all claims, liabilities, damages, or expenses arising from or related to the custodial care and supervision provided by the designated caregiver. I release University of Wisconsin- La Crosse from all liability with respect to the matters covered by this release

**PRINT NAME:** \_\_\_\_\_

**SIGN:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**PARENT'S OR GUARDIAN'S SIGNATURE AND ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18)

In consideration of the above participant being permitted by UWL CG to participate in its activities and to use its equipment and facilities, I agree to the above terms on the minor's behalf. I further agree to indemnify and hold harmless UWL CG 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.

**SIGN:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_