PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

University of Wisconsin-La Crosse Recreational Eagle Center Climbing Wall

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, their officers, agents and employees, and the UW-La Crosse Climbing Wall, (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. Belayers 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 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.CW 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.CW.
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.

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.

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

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

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

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

Phone:_____ Today's Date:_____ Birth Date:_____ Age:_____

E-mail Address: _____UW-L Student/Faculty/Staff I.D. #_____

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:|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___|___| ___|___|___|___|___|

Office Use Only: ❒ Entered into Climbpoint Date:_____Staff Initials _____