

# CAMP RAWC

## OBU Recreation and Wellness Center Minor Climbing Wall

### MINOR PARTICIPANT AGREEMENT, ASSUMPTION OF RISK, AND RELEASE FORM

Print Minor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender: M or F Phone Number. (\_\_\_\_) \_\_\_\_\_

In consideration of the services of the OBU Recreation and Wellness Center, its employees, agents, volunteers, participants, and all other person or entities acting in any capacity on their behalf (hereinafter collectively referred to as "RAWC"), I hereby agree to release, indemnify, and discharge the RAWC and OBU, on behalf of my child as follows:

1. I acknowledge that my child's participation in rock climbing at an indoor artificial rock climbing wall entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to my child, to property, or to third parties. My child and I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. \_\_\_\_\_

**The risks include, among other things:** falling off the wall; loose and/or damaged artificial holds; rented equipment failure; 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 and or belayer failure; climbing out of control or beyond personal physical limits or experience levels; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own child's negligence. \_\_\_\_\_

2. I and my child expressly agree and promise to accept and assume all the risk existing in this activity. My child's participation in this activity is purely voluntary, and my child and I have elected to participate in spite of these risks. \_\_\_\_\_
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the RAWC and OBU 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 the RAWC's equipment or facilities, including any such claims which allege negligent acts or omissions of the RAWC and/or OBU. \_\_\_\_\_
4. Should the RAWC, OBU 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 and/or my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself and/or my child. I further certify that I am willing to assume the risk of any medical or physical condition I or my child may have. \_\_\_\_\_

**By signing this document, I acknowledge that if any one is hurt or property is damaged during my child's participation in this activity, I and my child may be found by a court of law to have waived my right to maintain a lawsuit against the RAWC and OBU on the basis of any and all claims which I have release herein. I and my child have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.**

Print Parent's Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Accepted by: \_\_\_\_\_