

**WINTHROP UNIVERSITY-OFFICE OF RECREATIONAL SERVICES
WEST CENTER CLIMBING WALL
WAIVER of LIABILITY and RELEASE for MINOR**

Participant _____ Date _____
(Please Print) Name (Last, First, M.I.) _____
_____ SS# or WU ID# _____
Address _____
_____ Phone # _____
City, State, Zip Code _____

DESCRIPTION OF ACTIVITY: Indoor Rock Climbing
LOCATION(s) of Activity: Lois Rhame West Health, Physical Education and Wellness Center

PLEASE READ THE FOLLOWING CAREFULLY. IF YOU HAVE ANY QUESTIONS, HAVE THEM ANSWERED BEFORE YOU SIGN THIS DOCUMENT.

In consideration of my child being permitted to use the Lois Rhame West Health, Physical Education and Wellness Center Climbing Wall (“the activity”), I, on behalf of myself and my child and in full recognition and appreciation of the dangers and risk inherent in such an activity, do hereby covenant not to sue, and hereby waive, release and forever discharge the Winthrop University, its officers, agents and employees, from and against any and all claims, demands, actions, or causes of action, for costs, expenses or damages to personal property, or personal injury, or death, which may result from my participation in the aforesaid activity.

I acknowledge that my child’s participation in the above activity is voluntary. I also understand and acknowledge that the activity may be hazardous, that my child’s participation is solely at his or her own risk, and that I voluntarily assume full responsibility for any resulting loss of property, injury, or damage including death, whether caused by negligence of Winthrop University, it’s governing board, officers, employees, or representatives, or otherwise. I further declare that I am physically fit and capable to participate in such activities. I acknowledge and represent that I am at least eighteen years of age, that I have carefully read this document and that I sign freely and voluntarily.

I recognize that this Waiver of Liability and Release means that I am giving up, among other things, rights to sue Winthrop University, its officers, agents, and employees, for injuries, damages or losses I may incur as a result of my participation in the aforesaid activity. I also understand that this Waiver of Liability and Release binds my heirs, next of kin, executors, estate, personal representatives, attorneys-of-law, attorneys-in-fact, administrators and assigns, as well as myself. I further agree to indemnify and hold Winthrop University, its officers, agents, and employees harmless from any loss, liability, damage or costs including court costs and attorney’s fees incurred as a result of my participation in this activity. This Waiver of Liability and Release shall be governed by and construed under the laws of the State of South Carolina.

I agree to abide by the rules and regulations that Winthrop University, the Office of Recreational Services and the West Center have established or will establish. I have read this Waiver of Liability and Release, and I fully understand it and agree to be legally bound by it.

Signature of Parent or Legal Guardian

Date

Membership Status: (Please initial one)

- Faculty/Staff Membership
- Student
- Guest