Assumption of Risk and Waiver of Liability for the Whitman College Climbing Center

READ THIS carefully and in its entirety. It is a binding legal document. SIGN AND RETURN this form to the Whitman College Climbing Center.

IN CONSIDERATION of my being allowed to use the Whitman College Climbing Center “Climbing Wall” and related training facilities, I the undersigned hereby agree to and acknowledge the following:

1. The risk of injury for activities involved in using the climbing wall is significant. I understand that the dangers and the risks of participation in the Program could include, but is not limited to, death, serious neck or spinal injuries which may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular-skeletal system and serious injury or impairment to other aspects of my body, general health and well being. This risk includes but is not limited to my falling off or from the Climbing Wall and hitting the floor, wall faces, people or any other equipment used in climbing, whether permanently or temporarily in place; rope abrasion and entanglement; injuries resulting from falling climbers, dropped items or broken holds; failure of ropes, knots, belays, slings, harnesses, climbing holds, anchor points or any other part of the Climbing Wall.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, except those arising from the gross negligence of those persons released from liability below, and assume full responsibility for my participation; and,

3. I FURTHERMORE SPECIFICALLY ACKNOWLEDGE THAT CLIMBING MAY INVOLVE AN EVEN GREATER RISK OF INJURY THAN OTHER SPORTS. Because of the inherent dangers of participating in climbing wall or related activities, I recognize the importance of following instructions regarding techniques, training, rules, and agree to obey such instructions. I have or will obtain prerequisite skills, qualifications, preparations and training to participate in the activity in a safe and competent manner. If I have a question, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the Whitman Climbing Center Staff. I agree not to participate while under the influence of drugs or alcohol; and,

4. In consideration of the Whitman College Climbing Center permitting me to participate in the Activity, I HEREBY VOLUNTARILY CONSENT TO AND ACCEPT ALL RISKS ASSOCIATED WITH PARTICIPATION. TO THE EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY, DEFEND, SAVE, HOLD HARMLESS, DISCHARGE AND RELEASE WHITMAN COLLEGE, THEIR AGENTS AND EMPLOYEES (“RELEASEES”) FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION OR DEMANDS OF ANY KIND AND NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES INCURRED BY RELEASEES THAT MAY ARISE FROM RELEASEES’ NEGLIGENT CONDUCT IN CONNECTION WITH MY PARTICIPATION IN ACTIVITIES RELATED TO THE ACTIVITY. I UNDERSTAND I AM RESPONSIBLE FOR ALL MEDICAL EXPENSES AND OR PROPERTY LOSSES. IT IS MY EXPRESS INTENT THAT THIS ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY SHALL SERVE AS A RELEASE, DISCHARGE AND ASSUMPTION OF RISK FOR MY HEIRS, ESTATE, EXECUTOR, ADMINISTRATOR, ASSIGNEES AND ALL MEMBERS OF MY FAMILY.

5. I acknowledge that Whitman College and the Whitman College Climbing Center does not warrant or in any way guarantee the condition or functionality of any personal equipment used in the facility. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Whitman College, the Climbing Center and Releasees for ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property resulting from the failure, misuse, or non-functionality of any personal equipment whether or not that equipment is owned or used by me.
6. I hereby certify that I am in good health and I know of no medical reason why I am not able to participate activities at the Climbing Wall. I have informed the Whitman College Climbing Center contact of any physical or medical condition that might expose me to an unusual risk of harm. I hereby consent to first aid, emergency medical care and if necessary, admission to a hospital when necessary for administering such care, for treatment for injuries that I may sustain while participating in the Activity. I accept and will abide by both Whitman College Policies listed on the college website and also the Whitman College Climbing Center policies. I accept and will abide by the behavioral expectations of the Activity, and the policies and procedures of Whitman College

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

X_____________________________________   X__________________________    _________
PARTICIPANTS SIGNATURE      PARTICIPANT NAME (PRINT CLEARLY)        DATE

HELMET WAIVER (Optional)
I, the undersigned, recognize the dangers inherent with climbing activities and assume the hazard of this risk upon myself since I wish to climb. I realize I am subject to injury from this activity and that no form of preplanning can remove all the danger to which I am exposing myself. I have been offered a protective helmet, which could prevent brain damage in the case of an accident. Against the advice of the Whitman College Climbing Center, I am refusing this safety precaution.

X_____________________________________   X________________________________________    _________
PARTICIPANTS SIGNATURE      PARTICIPANT NAME (PRINT CLEARLY)        DATE