Acknowledgement of Risk and Waiver of Liability

Both participants and parent(s) / guardians must read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Sign and return this form to SRC Climbing Center. If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned participant or parent/guardian, am aware that participation in SRC Climbing Center (“Activity”) may include activities that are risky and dangerous. Both participant and his/her parent(s) / guardian(s) (“I”) acknowledge and accept the risks and give permission for my participation in the Activity. I acknowledge that participation in this Activity has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury to myself, or my child, up to and including death, may occur: risk of severe injury, serious neck or spinal injuries, complete or partial paralysis, brain damage or death in the course of mountaineering activities; failure to tie appropriate climbing knots; failure to exercise proper belay techniques; bouldering; roped climbing; lead climbing; ice climbing; multi-pitch climbing; rappelling; and risks associated with being in the presence of other climbers which include, but not limited to, risk of dropped equipment, broken holds, falling from wall, and falling climbers; physical activities, including, but not limited to, lifting, pulling, and balancing body and gear weight and/or weight of other climbers, with no supervision, while on campus or off that would involve strenuous exertion that could place stress on cardiovascular and/or musculo-skeletal systems and result in broken bones, strain, sprains, joint injuries, heart malfunctions, and head injuries; activities supplemental to the Activity, such as walking, hiking, or climbing to and from sites of interest; use or operation, by me or others with varying skill levels of equipment in the condition in which they are found; contact with insects and environmental or biological hazards; use of facilities, roads, sidewalks, and parking lots that may or may not be properly maintained; exposure to contaminated food and untreated water; risk related to the rendering or receipt of emergency first aid, or other emergency treatment, and transport in medical emergencies; and other unknown and unanticipated activities and risks. I understand that these risks arise from some or all of the following: bad knots; improper belay techniques; human error; rope abrasion or entanglement; failure of ropes, knots, belays, slings, harneses, climbing holds, anchor points, hardware, or any other part of the climbing wall; equipment failure; and my own or my dependent’s carelessness. I 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 and related activities, I recognize the importance of following instructions regarding techniques, training, and rules, and I agree to obey all instructions. I have, and my dependent has, or will obtain prerequisite skills, qualifications, preparation and training to participate in the Activity in a safe and competent manner.

In consideration of the University of Idaho (“UI”) permitting me/my dependent to participate in the Activity, I and my dependent hereby voluntarily accept all risks associated with participation. To the extent permitted by law, I agree to indemnify, defend, save, hold harmless, discharge and release the State of Idaho, the Regents of the University of Idaho, their agents and employees from any and all liability, claims, causes of action or demands of any kind and nature whatsoever that may arise out of or in connection with my participation in any activities related to the above-named Activity.

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall serve as a release, discharge and acceptance of risk for my heirs, estate, executor, administrator, assigns and all members of my family. The venue of any
dispute that may arise out of my or my dependent's participation in the Activity, if the University is a party to the dispute, shall be in Latah County, Idaho.

I understand I am responsible for all medical expense and/or property losses.

I am aware that if I provide a vehicle not owned and operated by the University for transportation to, at, or from any Activity site, or if I am a passenger in such a vehicle, the University is not responsible for any damage or injury caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled Activity, regardless if occurring before, during or after the period of the Activity. I acknowledge that the university makes no representation with respect to the safety of any personally owned vehicle in which I may travel, or with respect to the qualifications of the driver of any personally owned vehicle. I understand that if I choose to travel in a personally owned vehicle, it is my responsibility to determine the safety of the vehicle and qualifications of the driver.

I hereby certify that, with or without accommodation, I and/or my dependent is in good health and I know of no medical reason why I/he/she is not able to participate in this Activity. I hereby consent to first aid, emergency medical care and if necessary, admission to an accredited hospital when necessary for executing such care, for treatment for injuries or illness that I/he/she may sustain while participating in any activity associated with the above named Activity.

If my dependent has a disability, food or drug allergy, dietary requirements, or any condition requiring accommodation, I will contact Disability Support Services (208) 885-6307 at least three weeks (21 days) prior to the start of the Activity.

Whether or not I am a student, I will abide by: the University of Idaho Student Code of Conduct, Articles II through IX at http://www.webpages.uidaho.edu/fsh/2300.html; the behavioral expectations of the Activity; and all applicable city, state and federal laws. My failure to do so may be considered grounds for denying my/my dependent's participation in the Activity.

I agree that you may photograph or video me or my child during, and in connection with, the Activity. I agree that you shall be the exclusive owner of all images and all copyright and other rights in the images. I agree that you may use any image in any media you wish related to the University of Idaho. If you DO NOT GIVE PERMISSION TO PRODUCE OR USE IMAGES YOU OR YOUR CHILD, CHECK HERE (   ).

Note: If participant is under 18 years of age, a parent/legal guardian must also sign and accept responsibility for the participant's actions and terms of the above agreement.

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<tr>
<th>PARTICIPANT'S SIGNATURE</th>
<th>PARENT(S) / GUARDIAN(S) SIGNATURE</th>
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<tbody>
<tr>
<td>Participant's Name (PLEASE PRINT):</td>
<td>Parent/ Guardian Name (PLEASE PRINT):</td>
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<td>Participant's Signature: X</td>
<td>Parent/ Guardian Signature: X</td>
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