

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the University Recreation climbing wall at Austin Peay State University.

Acknowledgement of Risk

I hereby acknowledge and agree that the sport of rock climbing and the use of the University Recreation climbing wall, boulder and associated equipment at Austin Peay State University (hereinafter referred to as the climbing wall) have inherent risks. I acknowledge that I have received and read "Guidelines for Climbing Wall Participation," and agree to comply with the provisions stated therein. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the climbing wall, including but not limited to:

- ♦ All manner of injury resulting in falling off the climbing wall and hitting rock faces and projections, whether permanently or temporarily in place, or the floor;
- ♦ Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
- ♦ Injuries resulting from falling climbers or dropping items such as, but not limited to, ropes or climbing hardware;
- ♦ Cuts and abrasions resulting from skin contact with the climbing wall;
- ♦ Failure of rope, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with use of the climbing wall and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Release of Liability

In consideration of my use of the climbing wall and associated equipment, I agree to release, waive, forever discharge, and covenant not to sue the State of Tennessee, Tennessee Board of Regents, Austin Peay State University, University Recreation (including, but not limited to, its officers, agents, employees, representatives, executors and all others), from and against any and all cause of action, claim or demand of any nature whatsoever, including but not limited to a claim of negligence, which I, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future, on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the climbing wall, whether that use is supervised or unsupervised, however the injury or damage is caused, including but not limited to the negligence of the State of Tennessee, Tennessee Board of Regents, Austin Peay State University, University Recreation (including, but not limited to, its officers, agents, employees, representatives, executors and all others).

In consideration of my use of the climbing wall, I agree to indemnify and hold harmless the State of Tennessee, Tennessee Board of Regents, Austin Peay State University, University Recreation (including, but not limited to, its officers, agents, employees, representatives, executors and all others), from any and all causes of action, claims, demands, losses or costs of any nature whatever arising out of or in any way related to my use of the climbing wall.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the climbing wall and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the climbing wall and that by this agreement, I am relieving the State of Tennessee, Tennessee Board of Regents, Austin Peay State University, University Recreation (including, but not limited to, its officers, agents, employees, representatives, executors and all others) of any and all liability for such loss, damage or death.

I further certify and hereby state that I am solely responsible for my own participation and for my own physical and emotional well being. I am aware and understand that all the program activities are strictly voluntary, that I have read and signed the Participation Agreement, and it is my own choice to participate in each activity to whatever degree I deem appropriate, after due consideration of my own physical health, physical abilities and mental condition.

I agree and understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after I have carefully read the entire document, of my own free will.

Climber*

Witness

Name (please print)

Witness Name (please print)

APSU ID #

Date

Date

Phone

Witness Signature

Signature*

* If climber is under age 18, a parent or legal guardian must sign below:

Parent/Guardian Name (please print)

Phone

Relationship

In case of emergency, contact:

Name (please print)

Phone

Relationship