Angelo State University Climbing Wall
Assumption of Risk and Release Agreement

Assumption of Risk

I hereby acknowledge and agree that wall climbing and the use of the Angelo State University climbing wall has inherent risks. I have full knowledge of the nature and all risks associated with wall climbing, including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and impacting against the walls or floor.
2. Injuries resulting from being dropped to the floor during lowering on rope, belaying and rope handling techniques, and
3. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall structure.
4. I understand that helmets are provided free-of-charge for use while wall climbing and that helmets are an important piece of safety equipment, which can reduce the risk of certain injuries. I understand that by choosing to not wear a helmet, I am exposing myself to an increased risk. Minors are required to wear a helmet at all times.

I further acknowledge that different techniques are used for climbing out of doors or at other facilities and I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall and the understanding that I may be exposed to such dangers and risks. I THEREFORE AGREE TO VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL SUCH DANGERS AND RISKS.

Release Agreement

In consideration for being allowed to use the Angelo State University Climbing Wall, I _____, hereby expressly and knowingly RELEASE Angelo State University, its officers, agents, volunteers, and employees from any and all claims or causes of action I may have for property damage, personal injury or death sustained by me arising out of any activity conducted by, or under the auspices of Angelo State University, whether caused by my own negligence or the negligence of Angelo State University, its officers, agents, volunteers, or employees.

Further, I voluntarily and knowingly agree to HOLD HARMLESS, PROTECT, AND INDEMNIFY Angelo State University, its officers, agents, volunteers, and employees, against and from any and all claims, demands, or causes of action for property damage, personal injury or death, including defense costs and attorney's fees, arising out of my participation in the activities of Angelo State University, regardless of whether such damages, injury or death are caused by my own negligence, or by the negligence of Angelo State University, its officers, agents, volunteers, or employees.

I certify that I am in good health and that I have no physical limitations, which would preclude my safe use of the Climbing Wall. I understand that if I am at all uncertain about my ability to use the Climbing Wall, it is my obligation to consult my personal physician. I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be my responsibility.

I further certify that my present age is _____. (Minimum age of 16 is required to belay)

I have read and understood the terms of this agreement and my signature evidences my intent to be bound by its terms. In witness whereof, this instrument is duly executed at San Angelo, Texas, this day of ____/_____/_____.

_____ _____

Participant's Signature Participant's Printed Name

_____ _____

Witness' Signature Witness' Printed Name

If participant is under 18 years of age, a Parent or Legal Guardian must sign below.

PARENT OR GUARDIAN RELEASE AGREEMENT

The undersigned, being the parent or legal guardian of _____, do hereby consent that he/she may participate in the Angelo State University Climbing Wall activities. My signature reflects my agreement to RELEASE AND INDEMNIFY (that is, protect by payment or reimbursement) Angelo State University from any claim which may be brought by or on behalf of the participant, or any member of the participant's family, for injury or loss resulting from those inherent risks of said activities described above, and from the negligence of the participant or Angelo State University.

Date: _____/_____/_____

_____ _____

Parent/Guardian Signature Parent/Guardian Printed Name