



Rock Climbing Release Form: Adult

Participant's Full Name (Print) _____ Date of birth _____

Address _____

City _____ State _____ Zip _____ How did you hear about us? _____

Email address _____ Phone _____

In consideration of UNC Wellness Center (UNCWC) giving me the opportunity to participate in climbing activities, including, but not limited to, climbing, belaying, lowering on ropes, the right to engage in technical rock climbing, rock wall climbing, rock climbing classes, rappelling, and other activities related in any way to rock climbing activities provided to me by UNCWC ("Climbing Activities"), I, for myself, my personal representatives, assigns, heirs and next of kin, state and agree to the following:

ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

I acknowledge, agree and represent that I understand the dangerous nature of Climbing Activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that Climbing Activities entail known, unknown and unanticipated risks, seen and unseen, which could result in physical or emotional injury, paralysis, death, and damage to property or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that UNCWC assumes no responsibility for any injury to me resulting from my participation in Climbing Activities, and I agree to assume all risk and bear full responsibility for any injury or damage I may suffer while participating in Climbing Activities. I have no physical or mental limitations which would preclude my safe use of the climbing walls, climbing equipment, or exercise equipment, or being in the landing zones ("Walls") and/or I assume all risks that may be created by such limitations. I further certify that I am not currently mentally impaired or under the influence of drugs or alcohol, and am otherwise legally competent to understand and enter into this Agreement. I am assuming the hazard of this risk upon myself since I wish to climb at the UNCWC facility. The risks outlined in this Agreement are not exhaustive and I acknowledge that there may be other risks, hazards, and dangers that, based on the circumstances, are integral to Climbing Activities.

RELEASE, INDEMNIFICATION AND PROMISE NOT TO SUE

I hereby indemnify, hold harmless and release UNCWC and the UNC Health Care System, its shareholders, directors, officials, representatives, agents and employees from any and all loss, claims, damage, or liability which might arise out of my Minor Child(ren)'s participation in the Climbing Activities. This release is binding on his/her/their heirs, assigns and agents. In the event that I file a lawsuit against UNCWC or the UNC Health Care System, its shareholders, directors, officials, representatives, agents and employees, I agree to do so solely in the state court located in Wake County, North Carolina.

FACILITY RULES AND AGREEMENTS

I will comply with ALL UNCWC rules, both written and as stated to me by UNCWC during my participation in Climbing Activities. I will obey the UNCWC staff in regards to those rules as they affect my safety, other participants and observers, the property of UNCWC, and all resources used in conjunction with Climbing Activities. I agree and warrant that I will inspect each portion of the Climbing Activities in which I take part and that, if I find any condition which I consider to be unacceptable, hazardous, or dangerous, I will notify the UNCWC staff and refuse to take part in the Climbing Activities until the condition has been corrected. I understand that any instruction I receive about the use of the Walls and Climbing Activities and/or any instruction I receive at UNCWC is not sufficient to prepare me for the risks and hazards of indoor and outdoor rock climbing. Furthermore, I understand that the teaching of rock wall and rock climbing safety procedures is not allowed in the facility except by the UNCWC staff. I understand that UNCWC reserves the right to refuse or terminate my participation in Climbing Activities for any non-discriminatory reason at any time.

I am aware of the recommended use of a protective helmet during Climbing Activities, which could prevent permanent brain damage or other injury in the event of an accident. I am also aware that I may provide and use my own protective helmet or that I may use a protective helmet provided by UNCWC. I agree to use any such helmet according to the manufacturer's specifications while participating in Climbing Activities and that, should I choose to participate in Climbing Activities without a helmet, I assume all risks associated with that decision.

I have read this agreement, understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I also agree that if any portion of this Agreement is held to be invalid, illegal, or unenforceable, that portion of this Agreement shall be deemed separate, distinct and independent, and shall be ineffective to the extent it (i) invalidates the remaining provisions of this Agreement under applicable law or (ii) affects the legality, validity or enforceability of this Agreement.

I certify that I am at least 18 years of age and that no other representations have been made to me that change, alter, or modify anything within this Agreement. Additionally, I give UNCWC permission to use in its marketing materials any picture in which my likeness appears unless I notify UNCWC in writing otherwise.

Printed Name _____

Signature of Participant _____ Today's Date _____

Emergency Contact Name _____ Phone _____