Gardner-Webb University Indoor Climbing Wall

RELEASE AND HOLD HARMLESS AGREEMENT

THIS IS A LEGAL DOCUMENT WHICH INCLUDES A RELEASE OF LIABILITY.
READ IT CAREFULLY BEFORE SIGNING.

1. I understand and accept that the Indoor Climbing Wall exposes me to many risks. Some of the risks which may be present or occur include, but are not limited to:
   - The hazards of ascending or descending steep terrain, including the potential of falling and hitting rocks, walls, holds, the ground or other people;
   - Using harnesses, ropes, carabiners, and other climbing equipment;
   - Rope burn and abrasions from contact with rough climbing surfaces;
   - Injuries and strain to joints or extremities from insertion in cracks or around holds;
   - Man-made objects falling from above including but not limited to ropes, carabiners, other climbing gear, climbing holds, bolts, and personal gear;
   - Other people falling upon or against you;
   - The physical exertion associated with this activity.
   - Emotional risk, including hurt feelings, panic or psychological trauma

2. I have freely chosen to participate in this activity. I acknowledge and voluntarily assume the risks of illness, injury and death associated with this activity, inherent or otherwise, and whether or not they are described above. I understand and acknowledge this activity is not a university requirement.

3. I understand that this activity may subject me to rigorous physical exertion. I hereby state that I am in sufficient physical condition to accept a rigorous level of physical activity. If my health condition changes, such that at a later time I am not sure if I am in sufficient physical condition to accept the rigorous level of physical activity that the wall demands, I will so inform the staff at the climbing wall of this.

4. Contraindications for Participation: Physician approval is required for participation for participants with any of these contraindications:
   - High Blood Pressure (>145/90)
   - Unstable cardiovascular or respiratory condition
   - Active back or joint problems (recent or recurring injuries)
   - Post-partum (<6 weeks since giving birth)
   - Uncontrolled diabetes, epilepsy or seizures

5. IN CONSIDERATION OF AND AS PART PAYMENT FOR THE OPPORTUNITY TO PARTICIPATE IN THIS ACTIVITY, I HAVE AND DO HEREBY RELEASE AND WILL HOLD HARMLESS GARDNER-WEBB UNIVERSITY AND ALL ITS OFFICERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE (INCLUDING ATTORNEY FEES) OR INJURY, INCLUDING DEATH, ACTIONS, CAUSES OF ACTION, DEBTS, CLAIMS AND DEMANDS OF EVERY KIND AND NATURE WHATSOEVER, AND SPECIFICALLY INCLUDING ANY CLAIM FOR NEGLIGENCE OR NEGLIGENT ACTS, WHICH I NOW HAVE OR WHICH MAY ARISE OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THIS ACTIVITY. THE TERMS HEREOF SHALL SERVE AS A RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK FOR MY HEIRS, EXECUTORS, AND ADMINISTRATORS AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS ACCOMPANYING ME.

6. Prior to signing this document, I have had an adequate opportunity to read and understand it, have had an opportunity to ask questions about it, and my questions have been answered to my satisfaction.
7. **Photo Release:** I give permission to be photographed and permission for the photograph to be published by Gardner-Webb University for promotional purposes only.

8. I understand that any of the Indoor Climbing Wall staff reserve the right to refuse or end service to any climber at any point for nondiscriminatory reasons.

9. I will comply with all rules at the Indoor Climbing Wall, both written and spoken by instructor. I will obey these rules to better ensure the safety of myself and others in conjunction with use of the climbing wall.

Participant:

<table>
<thead>
<tr>
<th>Signature (if 18 or older)</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

Parent/Guardian:

<table>
<thead>
<tr>
<th>Signature (if Participant is younger than 18)</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>