



WAIVER OF LIABILITY 'THE ROCK'

THIS IS A LEGALLY BINDING CONTRACT. In consideration of being permitted by Texas A&M University-Commerce to climb 'The Rock' at the Morris Recreation Center, and/or participate in any program offered, including academic classes, I agree to the following waiver and release and make the following representations:

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, including climbing on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls and equipment, bad decision-making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may become loose or damaged, and freakish accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing and I agree that said list in no way limits the extent or reach of this release. **I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISK INVOLVED.** _____ (initial)

I voluntarily agree to assume all risk of personal injury, including paralysis and death, that may occur while I am in the facility, or participating in an event or program or while I am climbing anywhere at any time, whether or not under supervision of Texas A&M University-Commerce personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend Texas A&M University-Commerce, its successors, assigns, officers, employees, and wall designer and builders, hold manufacturers, affiliated organizations and agents from all liability for any such damage, injury, paralysis or death which may result. This release shall be effective even if said loss, damage or injury results or resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Texas A&M University-Commerce or the other parties released. _____ (initial)

I am in good health and have no physical limitations which would affect my safe use of the facilities. I agree to pay attention to the state of any ropes, anchors and other climbing equipment I may use, and to advise staff members if I do any damage or notice any damage. I certify that I have read the posted rules, and I agree to abide by these rules and any further rules, and if staff makes a specific request or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills. I agree to seek qualified instruction before attempting to climb outdoors. _____ (initial)

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be effective and binding upon me and my assigns, heirs, representatives, executors and administrators. If under the age of 18, this release must be signed by the parent/guardian of the minor, and I agree to indemnify and hold harmless Texas A&M University-Commerce and the other released parties in the event of a minor member of my family sues them or any one of them. _____ (initial)

I understand that this release is a contract. No oral representations, statements or inducements apart from the above written agreement have been made. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. I further expressly agree that this release, waiver and indemnification agreement is intended to be as broad and inclusive as is permissible by the laws of the State of Texas and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. _____ (initial)

Climber/Belayer's Printed Name _____ Date of Birth _____ Age _____
Address _____ City _____ State _____
Home Phone _____ Work Phone _____
Emergency Contact: _____ Relationship _____ Phone _____
Climber/Belayer's Signature _____ Date _____

TO BE READ AND SIGNED BY A PARENT/LEGAL GUARDIAN OF A MINOR

I hereby state that I am the parent/legal guardian of the minor whose signature appears above. I am familiar with and consent to the terms and provisions set forth in this waiver.

Parent/legal guardian's printed name _____ Date _____
Parent/legal guardian's signature _____