

Miami University Recreational Sports Center Waiver

I acknowledge that there are dangers, hazards and risks inherent in all recreational and sports activities (Activity) at the Recreational Sports Center (RSC).

1. On behalf of myself, my family, heirs, assigns and personal representative(s), knowing the dangers, hazards and risks of such Activity and in consideration of being permitted to participate in the Activity, I voluntarily agree to assume all the dangers, hazards and risks associated with my participation in the Activity. I hereby release the State of Ohio, Miami University and its governing board, officers, agents, employees and any students acting as employees (Releasees) from any and all liability for any harm, injury, damage, claims, demands of any kind, actions, causes of action, costs and expenses of any nature that I may have or that hereafter may accrue to me, arising out of any loss, damage or injury, including but not limited to, pain and suffering and death, that may be sustained by me or any loss, damage or injury to any property belonging to me, whether caused by the negligence, misfeasance or nonfeasance of Releasees or otherwise while in or upon the RSC premises or engaged in any Activity.

2. I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

3. I do hereby grant and give these groups the right to use my or any other names on this waiver photograph or image with or without any names, both single and in conjunction with other persons or objects for the purpose of advertising and publicity only.

4. In signing this Waiver and Release, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand that it affects my legal rights, that it is binding Agreement, and that I have signed it knowingly and voluntarily. If I am a University employee, I do not consider the Activity within the course and scope of my employment with Miami University.

THIS IS A RELEASE OF LEGAL RIGHTS, READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

Name of Adult: _____ Date: _____

Name of Minor(s) responsible adult is signing this waiver for:

Climbing Wall Assumption of Risks & Release of Liability

In consideration for Miami University Climbing Wall and their affiliates, members, directors, officers, agents, employees, independent contractors, and volunteers (collectively, "Miami University Climbing Wall") allowing me to participate in Climbing Activities, including, but not limited to use of roped climbing walls, bouldering areas, gear demonstrations, clinics, training, or any other activities offered by or involving the Miami University Climbing Wall (collectively "Climbing Activities"), and the rental or borrowing of equipment from Miami University the undersigned hereby understands, acknowledges, and agrees as follows: 1. I am capable of understanding the terms of this Agreement and the risks associated with Climbing Activities. 2. I recognize and understand that there are risks, hazards and danger in Climbing Activities, whether inherent or not, and participation could result in injuries of all kinds, including serious injury or death. The risks involved in Climbing Activities include, but are not limited to: falling, collision with objects, people or structures, falling onto uneven, worn or hard landing surfaces, being struck by other participants or objects, loose handholds, equipment failure even if equipment is properly used, the actions or negligence of other participants or instructors, the aggravation of pre-existing conditions, and other risks inherent in Climbing Activities. I understand that my participation in Climbing Activities is voluntary and that I have the right to terminate my participation at any time. I acknowledge that I am capable of participating in Climbing Activities and do not suffer from any health problems that would inhibit my participation. 3. ASSUMPTION OF RISK: Understanding these risks and dangers, I nevertheless EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH CLIMBING ACTIVITIES, inherent and otherwise, and whether or not described above. I further agree to observe and comply with all rules and regulations prescribed by Miami University Climbing Wall for Climbing Activities. 4. RELEASE OF LIABILITY: Additionally, I for myself, heirs, assigns, representatives and next of kin, unconditionally release and discharge Miami University Climbing Wall from any damages, claims, liability, or causes of action, whether known or unknown, arising out of my participation in Climbing Activities, including claims of ordinary negligence. Furthermore, I hereby agree to indemnify Miami University Climbing Wall from any claim, liability, or cause of action by third parties arising out of my participation in Climbing Activities. 5. I understand that I am responsible for assessing the quality of my own climbing gear I bring to the Miami University Climbing Wall facility and that it is in good shape for use. I understand that Miami University is not liable for any lost or stolen equipment or personal items I bring to the Miami University Climbing Wall facility. 6. I understand that in order to participate in Climbing Activities I must complete all of the following: (1) sign this agreement; (2) complete whatever instructional program the Miami University Climbing Wall requires for the particular activity; and (3) read and abide by the Rules and Regulations prescribed by Miami University Climbing Wall. Additionally, I agree that I will ensure any guest I bring to the climbing wall sign Miami University Climbing Wall's standard release form and complete the other steps required for use of the climbing wall. I understand that I am responsible for any guests I bring to Miami University to use the climbing wall, and therefore agree to indemnify Miami University Climbing Wall for any liability arising out of my guest's visit to Miami University and use the climbing wall. 7. In the event of an accident, I authorize Miami University Climbing Wall to perform medical care, or transport me to a medical facility if, in the opinion of Miami University Climbing Wall, medical care is needed and I am unable to make such decisions for myself. I agree to pay all costs associated with such actions on the part of Miami University, and to indemnify and hold Miami University Climbing Wall harmless from any consequences resulting from such care. I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Name (Please print) Birthday _____ Date: ____/____/____

PARTICIPANTS UNDER THE AGE OF 18: As the parent or legal guardian of the minor child Participant named below, I hereby understand, accept and assume the risks to my minor child in participating in the Climbing Activities, and make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, Participant, and any other parent or legal guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against Miami University Climbing Wall arising out of Participant's participation in any Climbing Activities or related in any way to Participant's involvement in these Activities. I further agree to hold harmless, defend, and indemnify Miami University Climbing Wall of and from any claims from third parties arising from or related to the minor child Participant's participation or involvement in any Climbing Activities.

Parent or Legal Guardian Name (Please print) _____

____/____/____ Parent or Legal Guardian Signature Date