Ball State University
Climbing Wall Release of Liability

Acknowledgment of Risk

I, ________________________________, intend to utilize the climbing wall and related facilities made available by Ball State University (the “University”) for climbing the wall itself, using rock rings, using indo an indo board, and, if offered from time to time by the University under University supervision, crate stacking (which involves climbing stacked milk crates while strapped into a climbing harness). I understand that the University will provide instruction on the safe use of the climbing wall, the rock rings, and the indo board and, if applicable, safe procedures for crate stacking. However, I hereby acknowledge and agree that climbing on a climbing wall or on milk crates and using equipment used in connection with a climbing wall and crate stacking (such as ropes and harnesses), as well as using the rock rings and indo board, entails known and unanticipated risks that cannot be eliminated through any instructions provided by the University or other efforts of the University. The risks include, but are not limited to, the following:

1. All manner of injury resulting from falling off the climbing wall, and, if applicable, milk crates or the rock rings or the indo board, and impacting against the wall or floor.
2. Injuries from being dropped to the ground during belaying or lowering.
3. Loose hand and/or foot holds.
4. Failure of rope, slings, a harness, climbing hardware, anchor points, or any part of the climbing wall.
5. Abrasions from the walls, ropes, pads, or floor.
6. The negligence of other climbers, visitors, participants, and other persons who may be present.
7. Falling individuals or objects.
8. Musculoskeletal injuries, including muscle, tendon, and ligament strains, rips, or ruptures, broken bones, separated joints, broken bones, concussion, paralysis, brain damage, and death.
9. Inadequate warnings or instructions by University employees.

I acknowledge that the above list is not inclusive of all possible risks associated with the use of a climbing wall, using rock rings, using an indo board, and participating in crate stacking and that the above-mentioned risks and other unknown and unanticipated risks may result in serious injury, permanent disability, and death, and social and economic losses that might result from my own action, inaction or negligence, the actions, inactions or negligence of others, and the condition of any equipment used in connection with the climbing wall and crate stacking activities.

I understand that helmets are provided free-of-charge for use while climbing and crate stacking, and that helmets are an important piece of safety equipment that can reduce the risk of certain injuries. I understand that the University recommends that every user of the climbing wall and related equipment wear a helmet, which could prevent injury to my head, including, but not limited to, permanent brain damage. I understand that if I choose not wear a helmet, I am exposing myself to an increased risk and release the University, its Board of Trustees, officers, agents, and employees from any and all liability associated with any voluntary refusal on my part to wear a helmet. My use of the climbing wall, the rock rings, and an indo board and participation in crate stacking is purely voluntary, and I elect to participate in the activity in spite of the risks.

Release of All Claims

In consideration of my use of the climbing wall and, as applicable, participation in crate stacking, I hereby agree to release and, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, hereby do release and hold harmless the University, its Board of Trustees, officers, employees, contractors, agents, and volunteers from any liability, actions, causes of action, claims, and demands of any nature whatsoever, which I may have against the University, its Board of Trustees, officers, employees, contractors, agents and volunteers as a result of any personal injury, property damage, permanent disability, or death I may suffer in connection with my use of the climbing wall, the rock rings, and an indo board, and in connection with crate stacking and any equipment used in connection with any of the foregoing.

Medical Authorization

In the event of a medical emergency in which I am not reasonably available to provide competent consent to medical treatment, the officers, employee or agents of the University are hereby authorized to consent to emergency medical treatment on my behalf. I further understand that the University does not maintain health or accident insurance to provide coverage for me in connection with the Activity and that I should consider obtaining the protection of such
insurance on an individual basis. I understand and agree that all costs of any such treatment are my responsibility and not that of the University. I, for myself, my heirs, representatives, executors, administrators, and assigns, hereby release and hold harmless the University, its Board of Trustees, officers, agents, and employees from any liability, actions, causes of action, claims, or demands of any nature whatsoever, in connection with any decision of any of the University’s officers, employees, contractors, agents, and volunteers to obtain emergency medical treatment for me.

**Miscellaneous**

This Release shall be governed by and interpreted in accordance with the laws of the state of Indiana. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

I further understand that the terms of this Release are legally binding and I certify that I am ________ years old and that I am signing this Release, after having carefully read the same, of my own free will. In witness whereof, this instrument is duly executed this ________ day of ________________, 20______.

______________________________________  __________________________________
user’s signature                                             user’s name, printed clearly

---

*FOR PARTICIPANTS OF MINORITY AGE*

*THE PARTICIPANT SHOULD SIGN ABOVE*

*AND THE PARENT(S) OR GUARDIAN(S) SHOULD SIGN BELOW*

This is to certify that I, as parent or legal guardian for the above-named user of the climbing wall and related events (such as crate stacking), do consent to his/her release of the University, its Board of Trustees, officers, employees, contractors, agents, and volunteers and, that I, on my own behalf and for my heirs, representatives, executors, administrators, and assigns, hereby agree to all of the terms of this Release. By agreeing to the terms of this Release, I agree to release and hold harmless the University, its Board of Trustees, officers, employees, contractors, agents, and volunteers from any and all liability, actions, causes of action, claims, or demands of any nature whatsoever, arising in connection with the above-named individual’s use of the University’s climbing wall and related equipment and events (including crate stacking and the use of rock rings and an indo board).

By agreeing to this Release, I further agree to the terms of the section above entitled “Medical Authorization” with respect to the above-named user of the climbing wall and related equipment and for myself, my heirs, representatives, executors, administrators, and assigns, hereby release and hold harmless the University, its Board of Trustees, officers, employees, agents, contractors and volunteers from any liability, actions, causes of action, claims, or demands of any nature whatsoever, in connection with any decision of any of the University’s officers, employees, agents, contractors or volunteers to obtain emergency medical treatment for said user.

I further certify to the University that the name(s) set forth below are the names of all of the parents or legal guardian(s) of the above-named user of the climbing wall and related activities and equipment.

X_______________________________________  __________________________________
Parent or legal guardian’s signature                                             Parent or legal guardian’s printed name

X_______________________________________  __________________________________
Parent or legal guardian’s signature                                             Parent or legal guardian’s printed name