Waiver, Release and Indemnity Agreement

NOTICE: By signing this agreement you give up your right to bring a court action to recover compensation or obtain any other remedy for your injury to yourself or your property or for your death however caused arising out of your use of the Chapman University, Climbing Wall, now or any time in the future

Acknowledgement of Risk
I hereby acknowledge and agree that the sport of rock climbing and the use of the Chapman University Climbing Wall located in Sandu Residence Center (hereinafter referred to as the “Climbing Wall") have inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the climbing wall, including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and impacting against rock faces and projections, whether permanently or temporarily in place or the floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems (including failed rescue attempts) and any other rope techniques.
3. Injuries resulting from falling climbers or dropped items, such as but not limited to ropes or climbing hardware.
4. Cuts and abrasions resulting from skin contact with the climbing wall.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall structure.

I further acknowledge that the above list is not inclusive of all possible risks and does not limit this release and covenant not to sue.

Release, indemnification and covenant not to sue
In consideration of my use of the climbing wall, I, the undersigned hereby voluntarily release, waive, discharge and relinquish any and all actions or cause of action for personal injury, property damage or wrongful death occurring to me arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instructions may continue, and the Under-signed does for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against CHAPMAN UNIVERSITY or any of its trustees, officers, agents, employees or volunteers for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

IT IS THE INTENTION OF _____________________________ BY THIS INSTRUMENT, TO EXEPMT

AND RELIEVE CHAPMAN UNIVERSITY and he/she shall indemnify and save harmless the same CHAPMAN UNIVERSITY from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The Undersigned acknowledges that he/she has read the foregoing paragraphs, and has been fully advised of the potential dangers incidental to engaging in this activity and is completely aware of the legal consequences of signing this written instrument.

I understand that a separate safety checklist must be completed before use of the climbing wall in permitted.

Signed:

Climbing Wall User’s Signature

Climbing Wall User’s Name (Print Clearly)

Date

Signed:

Signature of Parent or Guardian if User is under age 18

Parent or Guardian Name (Print Clearly)

Date

* Required if User is under the age of 18 years