



BNW Receipt # _____

Outdoor Pursuits – Indoor Climbing Wall

CHECK: semester 20x 10x 1x day pass

CHECK: skills check intro to climbing intro to lead climbing special event

CONTACT INFORMATION

NAME _____ DATE _____

ID # _____

AFFILIATION (circle one) Student Faculty Staff Other _____

EMAIL _____ PHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

**Outdoor Pursuits – Indoor Climbing Facility
Informed Consent and Release of Liability Agreement**

1. Climbing and bouldering on the University of North Texas Outdoor Pursuits Indoor Climbing Facility (hereinafter "Facility") presents inherent **RISKS AND HAZARDS** due to the heights and angles participants must climb, falling objects (climbing holds, bolts equipment, participants), use of ropes, sudden jolts, proximity to other climbers and participants (spotters), equipment failure and malfunctions, belay error, strength demands, physical requirements and other unforeseen risks. These risks and hazards may result in personal injury or loss of property. Injuries include but are not limited to, muscle strains and sprains, dislocations, broken bones, contusions, bruises, concussions, burns, lacerations, exhaustion, shock, paralysis, permanent disability and death resulting from falling from varying heights. Participants with past or present medical conditions that may be affected by demanding physical exertion are advised to obtain clearance from a qualified health care provider before participating in these activities. By signing this Informed Consent and Release of Liability Agreement (hereinafter "Agreement") on behalf of my minor child or myself, I acknowledge awareness of the physical demands and the **RISKS AND HAZARDS** involved in climbing and bouldering. I further acknowledge that I have informed my child of the risks and hazards (if applicable); that I am not aware of any medical reason why my child or I should not use the Facility; and that I voluntarily engage in or allow my child to engage in this activity.

**Outdoor Pursuits – Indoor Climbing Facility
Informed Consent and Release of Liability Agreement (cont.)**

2. In consideration for permission to use the Indoor Climbing Facility, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the University of North Texas System, its Board of Regents, the University of North Texas, its officers, servants, agents, volunteers, students or employees, (hereinafter “RELEASEES”) from any and all liability, claims, demands, and causes of action whatsoever arising out of or related to any loss, damage, injury, including death, that may be sustained by my child or me, or to any property belonging to my child or me, **REGARDLESS WHETHER SUCH LOSS, DAMAGE, INJURY OR DEATH IS CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**, while using the Facility. I further hereby agree to **INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs they may incur due to my use of the Facility.

3. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my use of the Facility or recreation center and that RELEASEES are not responsible for any medical costs associated with any injury that my child or I sustain. I further understand that it is my responsibility to obtain adequate health, accident and property insurance to cover any personal injury or property loss that may be sustained by my child or me from use of the Facility.

4. I **GIVE PERMISSION** for employees of the University of North Texas to seek emergency medical transportation and care for me should I become injured or ill with the understanding that I am responsible for all expenses incurred.

5. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas. It is my express intent that this Agreement shall bind the members of my family and spouse, if any, and expressly represent that I have legal authority to enter into this Agreement as an adult-user or parent or legal guardian of an underage-user of this Facility.

I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Informed Consent and Release of Liability Agreement in its entirety, understand it and sign it voluntarily as my own free act and deed. I further acknowledge that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent to execute this Agreement; and I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by same.

Printed Name of Participant (or Parent/Guardian)

Signature

Date