Rock Climbing
Minor Acknowledgement of Risks and Release

Important: Please read and be sure you understand this document before signing. If you have questions about the contents herein, please contact the Outdoor Recreation Program Director or consult an attorney.

The Colorado School of Mines (“CSM”) and its Outdoor Recreation Center (“ORC”), wants to assure that our program participants have a fun and rewarding experience. We also wish to inform our guests that rock climbing (the “Activity”) is not risk free. Transportation to and from the event and the physical exertion required to participate in the Activity may cause loss or damage to personal property, physical injury, illness, and in extreme cases, permanent trauma or death. We do not want to reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be fully informed of the potential risks. We ask that you read, sign and return this document to the Outdoor Recreation Center office prior to participating in the Activity.

ACKNOWLEDGEMENT OF RISKS

Rock climbing and using indoor climbing walls like all recreation activities is hazardous.

- Rock climbing requires physical exertion as well as emotional and mental stability. You will be primarily responsible for your own rescues. Rescues may not be available or may take considerable time to evacuate due to the inherent nature of the activity. Communication may be difficult.
- Horseplay, carelessness, poor technique, poor conditioning and violating the rules are all risks associated with rock climbing.
- Athletic injuries are also a risk associated with rock climbing. Rock climbing accidents may result in scrape, abrasions, sprains, broken bones, torn muscles or ligaments, head, neck or spinal injuries or death.
- Risks also include decision making and conduct, including the risk that a course leader, co-leader or other participant may misjudge someone’s capabilities or misjudge terrain, or route location etc.
- Rock climbing has certain risks associated with it. You may fall a few feet or all the way to the floor. As you fall you may hit people, objects, the rock, the wall or the rope. If the rope catches your fall, the jolt from the rope may cause injury. Falling from any height may cause serious injury, paralysis or death.
- In addition to the hazards of falling, objects may hit you. Pieces of rock, pieces of the climbing wall, holds, climbing equipment, and even people may fall and hit you as you are standing at the base of the wall/cliff or while climbing.
- Equipment may fail, malfunction or be defective. Improper use of the equipment, equipment failure or not properly tying/clipping in can result in injury. A climbing hold may spin or break. As you climb, you may pull out protection from the wall or it may unclip. You may experience cuts from holding on to the holds or wall. You may also experience rope burns from handling the rope.
- Bouldering is a risk associated with climbing; you may fall and injure yourself or others.
- You may get rope burns from handling the rope. You may also get pinched from handling equipment.

NOTE: This list is not an exclusive or exhaustive list of all possible injuries, trauma or accidents that may occur while rock climbing. The undersigned hereby acknowledges and agrees that there are inherent risks associated with this Activity that cannot be eliminated regardless of the care taken to avoid injury or loss.
I understand and acknowledge that Activity participants will be required to comply with ORC’s policies and guidelines and follow the instructions provided by the ORC Activity leaders. I understand and agree to all such policies and procedures prescribed by the ORC. In the event I need to leave the Activity before the scheduled end date or time due to physical injury, illness, or for any other reason, or if I do not adhere to the ORC’s policies or procedures, I understand that my participation or enrollment in the Activity may be terminated by CSM. In that event, I understand and agree that I am responsible for making travel arrangements and paying the travel costs for my early return home. I also understand and agree that CSM may refuse to allow the participation of any person CSM deems to be incapable of handling the physical demands associated with participation in this Activity or unable to satisfy other participant requirements necessary to successfully complete the Activity.

By my signature below, I hereby acknowledge that I have read the statements herein above regarding the risks associated with the Activity. Notwithstanding the risk of property damage or loss and physical injury, I desire to participate in rock climbing at the Colorado School of Mines rock climbing wall and I certify that I am fully capable of participating.

WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

In exchange for the opportunity to participate in this Activity, I hereby assume all risk of injury to myself (my minor) and my property that may result from my participation in this Activity. I understand that my participation in the Activity is purely voluntary, and notwithstanding the risk of injury to my person and property, I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me (my minor) as a result of my participation in this Activity.

On behalf of myself as well as my heirs, administrators, executors, and assigns, I hereby RELEASE AND FOREVER DISCHARGE THE STATE OF COLORADO AND CSM, AS WELL AS ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, ARISING FROM, OR IN ANY WAY CONNECTED WITH, MY PARTICIPATION IN THE ACTIVITY OR TRAVEL TO AND FROM THE ACTIVITY. In addition, I agree to INDEMNIFY AND HOLD THE ABOVE-NAMED ENTITIES AND INDIVIDUALS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, ARISING FROM, OR IN ANY WAY CONNECTED WITH, MY PARTICIPATION IN THE ACTIVITY OR TRAVEL TO AND FROM THE ACTIVITY. In addition, I agree to INDEMNIFY AND HOLD THE ABOVE-NAMED ENTITIES AND INDIVIDUALS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, ARISING FROM, OR IN ANY WAY CONNECTED WITH, MY PARTICIPATION IN THE ACTIVITY OR TRAVEL TO AND FROM THE ACTIVITY. In addition, I agree to INDEMNIFY AND HOLD THE ABOVE-NAMED ENTITIES AND INDIVIDUALS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, ARISING FROM, OR IN ANY WAY CONNECTED WITH, MY PARTICIPATION IN THE ACTIVITY OR TRAVEL TO AND FROM THE ACTIVITY. In addition, I agree to INDEMNIFY AND HOLD THE ABOVE-NAMED ENTITIES AND INDIVIDUALS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, ARISING FROM, OR IN ANY WAY CONNECTED WITH, MY PARTICIPATION IN THE ACTIVITY OR TRAVEL TO AND FROM THE ACTIVITY.

I hereby agree that if CSM is compelled to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family’s or my behalf, my heirs or executors and I agree to pay CSM’s costs and attorney’s fees if CSM successfully defends such action, lawsuit or litigation.

I further state that there are no health-related reasons or problems that would preclude or restrict my participation in rock climbing, and that I have adequate health insurance necessary to provide for and pay any medical costs that I may incur as a result of illness or injury during the course of my participation in the Activity. If I require emergency medical action or treatment, I hereby consent to being transported by CSM to a hospital or medical care facility, and consent to being administered medical care by the physician or licensed hospital or medical care facility deemed by the CSM representative in charge to be the most expedient and appropriate under the circumstances. I understand and agree that CSM assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment or my transportation to or from the medical care facility.
In consideration of the opportunity to participate in the Activity and by my signature below, I hereby IRREVOCABLY GRANT TO CSM PERMISSION TO REPRODUCE, USE, EXHIBIT, BROADCAST OR PUBLISH MY MINORS LIKENESS IN STILL PHOTOGRAPHS OR VIDEO CLIPS OR TAPES TAKEN IN THE COURSE OF MY PARTICIPATION IN THE ACTIVITY (“the Images”) in publications in any print or other media (including CD-ROM, Internet and any other electronic medium presently in existence or invented in the future) that are authored, controlled, produced or distributed by CSM or its agents. I hereby waive any right to inspect or approve the finished product, including written copy, wherein the Images appear, and I waive any right to royalties or other compensation arising from or related to the use of the Images.

I authorize and release Colorado School of Mines Outdoor Rec. Center the use of my minor’s photograph or video recording for any purposes within the scope of the Outdoor Rec. Center.

I agree that this WAIVER, RELEASE & INDEMNIFICATION AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion herein is held to be invalid or unenforceable, the balance shall continue in full legal force and effect. This agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado.

Nothing in this WAIVER, RELEASE & INDEMNIFICATION AGREEMENT shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to CSM’s trustees, officers, employees, agents and representatives under the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, et seq.

By my signature below, I acknowledge and represent that I have carefully read this document in its entirety, understand its contents and effect, and am executing it voluntarily of my own free will.

I, (guardian) ____________________________________________of my own free will, for my family, minor children, heirs, executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this ___________ day of ________________ 20____.

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

GUARDIAN SIGNATURE   DATE   GUARDIAN NAME (Please Print)

PARTICIPANT SIGNATURE   DATE   PARTICIPANT NAME (Please Print)

ADDRESS CITY ST ZIP PHONE NUMBER

IN CASE OF AN EMERGENCY PLEASE CONTACT: ______________________________________

PHONE NUMBER OF EMERGENCY CONTACT: ______________________________________

I HAVE MEDICAL INSURANCE COVERAGE: YES ____  NO __

NAME OF PROVIDER: __________________________________________________________

STAFF INITIALS_______