University of Illinois Chicago ("UIC") Recreation and Wellbeing
Rock Climbing Wall Assumption of Risk, Waiver and Release from Liability

In consideration of the use of the property, facilities and/or services provided to me by The Board of Trustees of the University of Illinois ("University") through the Department of Recreation and Wellbeing at UIC, the undersigned, individually, or as parent or guardian of a minor, agrees as follows:

1. RISK FACTORS. The undersigned acknowledges and understands that the use of equipment, facilities and/or services provided by the Department of Recreation and Wellbeing at UIC ("Department" or "Recreation and Wellbeing") and participation in Recreation and Wellbeing programs and activities involves risk, including, but not limited to the following: risk of property damage or loss, bodily injury, disability and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts or omissions of others, organization of an activity, or from the unavailability of immediate emergency medical care.

The undersigned further acknowledges and understands that climbing and the use of the Recreation and Wellbeing rock climbing wall involves inherent risks that include, but are not limited to: falls from heights that may exceed forty-five feet, impact with wall or floor, falling equipment, inattention of belayers, actions of other climbers, and failure or misuse of ropes, slings, helmets, harnesses, climbing hardware, anchor points, or other equipment. Such risks may result in sprains, torn muscles and/or ligaments, fractured or broken bones, head, neck and/or spinal injury and possibly death.

The undersigned acknowledges and understands that the use of a safety harness and belay device is required on the rock climbing wall. Users may either rent a harness and belay from Recreation and Wellbeing or they may supply their own gear. If the undersigned chooses to use his or her own climbing gear, the Department is under no duty to inspect or approve user-supplied gear and the undersigned will be solely responsible for its condition and suitability for the activity.

2. ASSUMPTION OF THE RISK. Except for any injuries caused by the gross negligence, or willful or wanton misconduct of any employees or representatives of the University, the undersigned assumes all risks involved with or arising out of the use of the equipment or facilities, the activity itself, the acts or omissions of others, organization of an activity, or the unavailability of immediate emergency medical care, including but not limited to those risk factors as described above.

3. ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES: The undersigned agrees to comply with all policies and rules that are posted in the facilities and/or provided by the Department.

4. PREREQUISITE SKILLS AND TRAINING. The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use equipment, facility or participate in the activity itself, then he or she shall direct such questions to the appropriate Recreation and Wellbeing staff member on site. The undersigned may be required to attend additional training provided by Recreation and Wellbeing prior to use of the Rock Climbing Wall.

5. RELEASE. The undersigned releases and covenants not to sue The Board of Trustees of the University of Illinois and all of its trustees, officers, employees, and representatives, from any and all claims and causes of action for any injuries, disability, death, damage, loss or expenses arising out of, or in any way connected with, participation in Recreation and Wellbeing activities, or use of Recreation and Wellbeing facilities, unless caused by gross negligence, or willful or wanton misconduct of any employees or representatives of the University.

6. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means that the undersigned is releasing unknown future claims.

7. INDEMNIFY AND DEFEND. The undersigned agrees to indemnify and defend The Board of Trustees of the University of Illinois and all of its trustees, officers, employees and representatives (hereinafter jointly referred to as a "indemnitee") against and hold them harmless from any and all claims, causes of action, costs, expenses, including attorney's fees, damages to or destruction of any property of the indemnitee or any others, including injury or death to the undersigned or anyone else, arising out of or relating to the actions of the undersigned.

8. PAY. The undersigned agrees to pay for any and all damages to any property or indemnitee caused by the negligent, willful or wanton misconduct of the undersigned.

9. REPRESENTATIVES. The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

10. CONSENT FOR EMERGENCY TREATMENT. The undersigned, as a participant in an activity or user of the facilities, hereby consents to medical treatment in a medical emergency if the undersigned is unable to consent to such treatment.

11. INSURANCE. The undersigned understands the Department does not carry participant insurance. The undersigned is encouraged to have a medical physical examination and to purchase health insurance prior to any and all participation in Recreation and Wellbeing activities.

12. ACKNOWLEDGEMENT. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

PLEASE PRINT CLEARLY

Name of Participant: _____

Today's Date: _____/____/_____ UIN or ID Number: _____

Phone Number of Participant: _____

Date/s of Outdoor Adventure Trip: _____

Please Circle: Student Member Guest

EMERGENCY CONTACT INFORMATION

Name of Contact: _____

Phone Number (U.S. number Preferred): _____

Relationship (Family Preferred): _____

ACKNOWLEDGEMENT. The undersigned has read and understands the agreements on the reverse side of this application, and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Signature _____ **Date** _____

My signature confirms I have read, understand, and agree to the terms on both the front and back of this application.

☐ By checking this box, I warrant that I am the parent or legal guardian of the participant(s) named in the membership application, and that I have read, or have had read to me, and understand all of the details of the above agreement. By signing above, I acknowledge that I agree to such agreement, on behalf of participant(s). I further warrant and represent that participant(s) has my permission to take part in all activities contemplated by the agreement.