



Rock Climbing Gym

Release, Assumption of Risk, Waiver of Liability, & Covenant Not to Sue

For use by persons 18 years of age and older

(THIS IS A BINDING LEGAL DOCUMENT -- READ CAREFULLY BEFORE SIGNING)

I hereby acknowledge that Indoor rock climbing carries inherent risks that cannot be altered and that rock climbing is physically and mentally strenuous, and requires a certain level of competence and physical fitness to minimize the risk. My use of the SIUE Campus Recreation Climbing Gym is voluntary, and in deciding to climb or boulder in this facility, I assume any and all of the risks, inherent or otherwise, associated with this activity, including but not limited to, fatigue, stress, falls, hitting rock faces, projections and the ground, equipment failure, injuries (i.e., scrapes, bruises, cuts, rope abrasion, entanglement, pulled muscles, sprained ankles and knees, muscle soreness, broken bones, head injuries), poor decision-making, inattentive belayers, and holds that become loose or damaged by other climbers. I further understand that there are unforeseeable accidents or incidents that may occur, and I assume full responsibility for the risk of bodily injury, death, and property damage while using the Climbing Gym. I understand and agree that the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of Southern Illinois University Edwardsville and its members individually, and its officers, agents, and employees, hereinafter SIUE, do not warrant or guarantee in any respect the condition, safety, or suitability of any equipment used at the Climbing Gym and that it is my responsibility to pay attention to the state of the ropes, anchors, and holds in the climbing gym, and to advise the Climbing Gym staff if I cause or notice any damage. I certify that I have read and understand the policies regarding the Climbing Gym and I agree to abide by all Climbing Gym policies and to comply with all specific requests or instruction given to me by the Climbing Gym staff. In consideration of being permitted to use the Climbing Gym, I hereby do for myself, my spouse, if applicable, my heirs, executors, administrators and assigns, waive liability, release, hold harmless, covenant not to sue, and forever discharge SIUE from any and all liability, claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, resulting from or in any way connected with my use of the Climbing Gym. I understand that acceptance of this signed *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement* by SIUE shall not constitute a waiver, in whole or in part, of sovereign immunity by SIUE; that it shall be construed in accordance with the laws of Illinois; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.

I have read, understand, and have freely and voluntarily signed this *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement*. I warrant that I am over the age of 18 years.

Participant's Name (please print clearly)

Date

Signature

Signature of witness (Must be 18 years or older)