Waiver, Indemnification and Medical Treatment Authorization Form

In consideration for receiving permission for myself or my dependent to participate at the indoor climbing facility at the Morris Recreation Center at Texas A&M University - Commerce, and/or participate in any program offered, including academic classes, I agree to the following waiver and release and make the following representations:

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, including climbing on artificial surfaces. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. I realize that those risks include, but are not limited to:

- Equipment may fail, malfunction or be used incorrectly.
- Rope burns while handling the rope.
- Falling to the ground from a height of varying distances.
- During a fall on top rope or lead, the jolt from the rope catching you may injure you.
- Objects falling off the climbing site may hit you such as climbing holds, bolts, climbing equipment and even other people.
- Anchors may fail.
- Belayer error
- Slipping and falling at the climbing site
- Bad decision making
- Inattention of belayers or actions of other climbers
- Misuse or failure of equipment
- Holds which may become loose or damaged
- Personal injury including but not limited to: blisters, sprains, strains, dislocations, torn muscles, and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; head, neck, and/or spinal injuries; medical illnesses; allergic reaction, shock, paralysis or death and serious injury or impairment to other aspects of my body and general health and well being.
- And accidents which cannot be foreseen.

I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing and I agree that said list in no way limits the extent or reach of this release. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL LIABILITIES, RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of participating in said activity including injuries sustained as a result of the sole, joint or concurrent negligence, NEGLIGENCE PER SE, STATUTORY FAULT OR STRICT LIABILITY of the Texas A&M University System, the Board of Regents for the Texas A&M University System, and their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES or INDEMNITEES).

(initial)________

I know of no medical reason why I should not participate in this activity. I voluntarily participate in this activity with the full knowledge that the activity may be hazardous to me and my property, and to the person and property of others, and agree to assume all risk of personal injury, including paralysis and death, that may be sustained by me while I am in the facility, whether or not under supervision of Texas A&M University-Commerce personnel. I hereby knowingly and intentionally waive, discharge, covenant not to sue, and agree to indemnify, hold harmless and defend Texas A&M University – Commerce, its successors, assigns, officers and employees, INDEMNITEES, and wall designer and builders, hold manufacturers, affiliated organizations and agents from all liabilities, claims, demands, injuries (including paralysis or death), including court costs and attorney’s fees and expenses, which may occur to myself, other participants and third-persons as a result of my participation in this activity, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

(initial)________

I am in good health and have no physical limitations which would affect my safe use of the facilities. I agree to pay attention to the state of any ropes, anchors and other climbing equipment I may use, and to advise staff members if I do damage or notice any damage. I certify that I have read the posted rules, and I agree to abide by these rules and any further rules, and if staff makes a specific request or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills. I agree to seek qualified instruction before attempting to climb outdoors.

(initial)________
MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney’s fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

(initial)________

I authorize Outdoor Adventures, Department of Recreational Sports and Texas A&M University – Commerce and its agents to photograph, videotape, audio record, televise, duplicate, and/or otherwise record my image, voice, and likeness. I understand that Outdoor Adventures, Department of Recreational Sports and Texas A&M University – Commerce will own these recordings. I irrevocably authorize Outdoor Adventures , Department of Recreational Sports and Texas A&M University – Commerce and its agents to use, display, publish, and distribute these recordings for any purpose on websites, publications, broadcasts, displays, and any other medium, and to offer these recordings to others for use in non-university mediums. I waive any right to inspect or approve these recordings or material that may be used with them now or in the future, whether that use is known to me or not. I release Outdoor Adventures, Department of Recreational Sports and Texas A&M University – Commerce, its regents, employees, and agents from all liability arising out of the use of these recordings, including but not limited to any claims arising out of my right of privacy or right of publicity and any claims based on any distortions, optical illusions, or faculty mechanical reproductions. I understand that I will not be compensated for any use of these recordings.

(initial)________

VOLUNTARY SIGNATURE. In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. For students engaging in extracurricular activities: I understand I can choose not to sign this document and free myself from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me that has a lower level of risks to me. I further understand this is a voluntary, extracurricular activity; therefore it is not required for me to obtain college credits and not participating in this activity will in no way hinder my ability to obtain a degree from the university.

(initial)________

This release shall be effective and binding upon me and my spouse (if any), if I am alive, and assigns, heirs, representatives, executors, and administrators if I am deceased, and shall be governed by the laws of the State of Texas.

(initial)________

SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS. CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

No oral representations, statements or inducements apart from the above written agreement have been made. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. I further expressly agree that this release, waiver and indemnification agreement is intended to be as broad and inclusive as is permissible by the laws of the State of Texas and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

(initial)________
Last Name: ______________________

**MUST BE COMPLETELY FILLED IN**

Participant Legal Printed Name_________________________________________ Date of Birth____________ Age_____ 

Address____________________________________________________________ City________________________ State____

Home Phone________________________________________________________ Work Phone________________________________

Emergency Contact________________________________________________ Relationship____________________ Phone________

Participant’s Signature________________________________________________ Date____________________

**TO BE READ AND SIGNED BY A PARENT/LEGAL GUARDIAN OF A PARTICIPANT (If Participant is under 18 years old)**
I hereby state that I am the parent/legal guardian of the Participant whose signature appears above. I am familiar with and consent to the terms and provisions set forth in this waiver.

Parent/legal Guardian’s Printed Name________________________________________ Date____________________

Parent/legal Guardian’s Signature____________________________________

Texas A&M University-Commerce
Campus Recreation Department-Morris Recreation Center-Commerce, Texas 75429-903.468.3174
www.tamu-commerce.edu/reccenter/
GROUND SCHOOL CHECK-OFF

After completion of the ground school and demonstration of the necessary skills, an instructor will examine your skill set to belay at the indoor climbing facility.

Please PRINT legibly:

_________________________ has successfully completed the ground school.

1) Read and understood the posted Rules and Regulations

2) Demonstrated proper use of equipment and procedures

3) Demonstrated competent tying of the Figure 8 knot

4) Proper belaying and lowering techniques

5) Proper use and wear of the harness

6) Proper use of commands

7) Proper spotting technique for bouldering

“I, ____________________ acknowledge that I am proficient in the above practices, and that I understand and will abide by the Rules and Regulations posted. I have also read and signed a waiver and understand the nature of the sport of climbing.”

Signature: ____________________________ Date________

Climbing Instructor (Please Print): ____________________________

Pass___________ Fail_______________ Date______________

Comments from instructor: