

JSU University Recreation: Indoor Climbing Wall Acknowledgment of Risk and Release

The undersigned desires to utilize the Climbing Wall (the "Wall") located at the Jacksonville State University ("JSU") Recreation and Fitness Center, and/or (2) to participate in an activity involving the Wall ("Wall Activity"). In consideration for the use of the Wall or for the participation in a Wall Activity, the undersigned agrees to the terms set forth herein.

ROCK CLIMBING/BOULDERING/RAPPELLING. There are significant elements of risk associated with the use of the Wall and participation in a Wall Activity. It is not always within the power of the CENTERS, LLC staff to protect all participants at all times from the hazards associated with the use of the Wall or participation in a Wall Activity such as rock climbing, bouldering, and rappelling. The risks involved with the use of the Wall and participation in a Wall Activity includes known and unknown dangers such as loss of or damage to equipment, accidental injury, permanent trauma, or loss of life.

ACKNOWLEDGEMENT OF THE RISK. I hereby acknowledge and agree that the use of the Wall and participation in any Wall Activity has inherent risks. I have full knowledge of the nature and extent of all risks associated with the use of the Wall and participation in a Wall Activity, including but not limited to:

- Injury from falling from high elevations (up to 40 feet) and impacting against the Wall or landing surface.
- Injury in the form of cuts, bruises, abrasions, muscle, tendon strain, and rope burns.
- Injury from equipment or other debris falling from above the climber and belayer.
- Injury from choosing not to wear a helmet. I understand that helmets are provided free and by choosing not to wear a helmet, I am exposing myself to an increased risk.
- Injury from choosing to wear my personal harness. I understand that by using my personal harness that I am responsible for inspecting the harness and monitoring its upkeep.
- Failure to follow the above safety policies and procedures and/or follow directions from Wall staff.
- The presence, actions or falls of other participants.
- Misuse of equipment or facilities in the climbing area.
- Injury caused by belayer (climbing partner) negligence. I understand that it is important that I choose my climbing partner carefully, and that I am responsible in verifying their wall certification and skill level.
- Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of accident.
- Slips, trips, falls or painful crashes while using the facilities or equipment in the climbing area.

I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death.

Assumption of Risk, Waiver, and Release from Liability

The undersigned desires (1) to utilize the Jacksonville State University ("JSU") Recreation and Fitness Center, which includes the exercise areas, fitness equipment, locker rooms and any other fitness, wellness or exercise related facilities and equipment, which are located at the Recreation and Fitness Center (collectively, "Recreation and Fitness Center"), and/or (2) to participate in activities sponsored by JSU University Recreation including, but not limited to, Intramural, Informal, Instructional, Group Fitness, Club Sports, Weight and Cardiovascular Training, Swimming, Adventure Recreation, and any other programs and services sponsored by JSU University Recreation (collectively, "Activity"); and/or (3) to participate in an Activity not sponsored by JSU University Recreation, but which is conducted at the Recreation and Fitness Center. In consideration for the use of the Recreation and Fitness Center or for the participation in an Activity, the undersigned agrees to the terms set forth herein.

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of the Recreation and Fitness Center and/or participation in an Activity involves risk of property damage and bodily injury, including, but not limited to, permanent disability, paralysis and possibly death. These risks may result from the use of the Recreation and Fitness Center, from the Activity itself, from the acts of others, or from the unavailability of emergency medical care.
2. **ASSUMPTION OF THE RISK.** The undersigned voluntarily assumes any and all risk that may arise out of or relate to: the use of the Recreation and Fitness Center; an Activity; and/or the services of JSU University Recreation including, but not limited to, those risks described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all policies and procedures relating to the Recreation and Fitness Center and Activity and understands that the safe and proper use of the Recreation and Fitness Center or participation in the Activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all such policies and procedures, and any other rules and regulations adopted by JSU University Recreation. The undersigned acknowledges that the policies and procedures may be amended from time to time with or without notice, and that it is the undersigned's responsibility to periodically review the then-currently published policies and procedures and abide by them. The JSU University Recreation staff reserves the right to revoke or terminate the undersigned's privileges for any violations of the rules and regulations of JSU University Recreation or JSU or for any violations of the policies and procedures relating to the Recreation and Fitness Center and/or Activity.
4. **PREREQUISITE SKILLS.** The undersigned acknowledges that he or she has the requisite skills, qualifications, and physical and mental abilities necessary to properly and safely use the Recreation and Fitness Center and/or to participate in an Activity. The

undersigned agrees that if s/he have questions pertaining to the skills, qualifications, or physical and mental abilities necessary to properly and safely use the Recreation and Fitness Center and/or participate in an Activity, s/he will direct those questions to the JSU University Recreation staff.

5. **RELEASE AND HOLD HARMLESS.** The undersigned hereby releases, discharges, covenants not to sue, and agrees to indemnify and hold harmless the Board of Trustees of Jacksonville State University, the Jacksonville State University Foundation, Jacksonville State University – University Recreation, CENTERS, L.L.C., and each of their affiliates, officers, trustees, members, directors, employees, agents, representatives, and assigns (hereinafter, each and collectively referred to as the "Indemnitees") from and against any and all claims, causes of action, suits, demands, liability, losses, or damages arising from or relating to the undersigned's use of the Recreation and Fitness Center or participation in any Activity offered by any of the Indemnitees, including any such claims, causes of action, suits, demands, liability, losses, or damages caused in whole or in part by the negligence of the Indemnitees or otherwise.
6. **REPRESENTATIVES.** The undersigned enters into this Agreement for him/herself, his/her heirs, assigns and legal representatives.
7. **CONSENT FOR EMERGENCY TREATMENT.** If the undersigned sustains any injury or medical condition during his or her use of the Recreation and Fitness Center or participation in the Activity, the undersigned consents to medical treatment where the undersigned is unable to consent to such treatment. The undersigned hereby releases each of the Indemnitees from all liability, claims, demands, losses, or damages of any kind resulting from such treatment. The undersigned further agrees that he or she will assume full responsibility for payment for such medical treatment.
8. **INSURANCE.** The undersigned understands that neither Jacksonville State University, Jacksonville State University Foundation, nor Jacksonville State University – University Recreation, nor CENTERS, L.L.C. will be responsible for any medical, health or personal injury costs relating to the undersigned's use of the Recreation and Fitness Center or participation in the Activity. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
9. **GOVERNING LAW.** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Alabama.
10. **SEVERABILITY.** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
11. **MEDIA.** The undersigned hereby irrevocably consents to and authorizes the use by Jacksonville State University, its officers and employees, of the undersigned's image, voice and/or likeness. JSU shall have the right to photograph, publish, adapt, exhibit, perform, reproduce, edit, distribute, display or otherwise use the undersigned's image, voice and/or likeness in connection with any product or service in all markets, media or technology now known or hereafter developed in JSU's products or services, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. JSU may exercise any of these rights itself or through any transferees, licensees, distributors or other parties, commercial or nonprofit.

ACKNOWLEDGMENT. The undersigned represents that he or she has read this Assumption of Risk, Waiver, and Release from Liability, fully understands its terms, and understands that he or she has given up substantial rights by signing it and has signed it freely and without any inducement or assurance of any nature, and intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agrees that if any portion of this waiver and release is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name

Signature

Date

Consent and Release on Behalf of Minor (If above is a minor)

I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability and understand it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of this Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the minor's participation in the use of the Recreation and Fitness Center and/or Activity.

By his or her signature below, the undersigned agrees to be bound by the terms of this Assumption of Risk, Waiver, and Release from Liability.

Printed Name - Guardian

Signature - Guardian

Date