OLIVET NAZARENE UNIVERSITY CLIMBING WALL

RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE
ASSUMPTION OF RISK / LIABILITY WAIVER FORM

Notice: This is a legally binding agreement. By signing this agreement you give up your right to bring court action or recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the Olivet Nazarene University Climbing Wall now or anytime in the future.

1. Assumption of Risk

I hereby acknowledge and agree that wall climbing and the use of the Olivet Nazarene University Climbing Wall is wholly voluntary and may expose me to significant risks. I have full knowledge of the nature and extent of all risks associated with wall climbing, including but not limited to:

1. All manner of injury resulting from falling off the Climbing Wall and impacting against the wall or ground.
2. Injuries resulting from being dropped to the ground during belaying or lowering.
3. Failure of rope, slings, harness, climbing hardware, anchor points, or any part of the Climbing Wall structure.

I understand that the risks inherent in climbing may result in serious injury, including, but not limited to broken bones, concussions, cuts, scrapes, bruises or even death.
I understand that helmets are available upon request.
I understand that I am responsible for the condition of personal gear (harness, helmet, climbing shoes, chalk bag).

Paragraph 1 read and understood _____

2. Release of All Claims and Covenant Not to Sue

In consideration of my use of the Olivet Nazarene University Climbing Wall, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns **HEREBY DO RELEASE** Olivet Nazarene University, its officers, agents, and employees from any causes of action, claims, or demands of any nature whatsoever, which I, my heirs, representatives, executors and assigns may now have, or have in the future against Olivet Nazarene University on account of personal injury, property damage, death or loss of any kind, arising out of or in any way related to my use of the Climbing Wall, whether arising out of negligence, gross negligence, or any other cause.

Paragraph 2 read and understood _____

3. In further consideration of my use of the Climbing Wall, neither I the undersigned user, nor my heirs, representatives, executors, administrators, and assigns shall file a lawsuit or otherwise assert any claim whatsoever for personal injury, property damage, or death arising out of or in any other manner related to my use of the ONU Climbing Wall. I on behalf of myself and my heirs, representatives, executors, administrators, and assigns agree to **INDEMNIFY AND HOLD HARMLESS** Olivet Nazarene University, its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever, including attorney's fees arising out of or in any way relating to my use of the Climbing Wall, whether arising out of negligence, gross negligence, or any other cause.

Paragraph 3 read and understood _____

4. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall and that I am voluntarily assuming these risks. I understand that I will by solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall and that by this agreement I am relieving the Olivet Nazarene University of any and all liability for such loss, damage, or death. I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of the Climbing Wall.

Paragraph 4 read and understood _____

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AND THAT I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS AND EXEMPT AND RELIEVE OLIVET NAZARENE UNIVERSITY, ITS OFFICERS, AGENTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH OR ANY OTHER LOSS CAUSED BY ANY REASON ARISING OUT OF MY PARTICIPATING AT THE CLIMBING WALL.

_____		_____
Climbing Wall user's signature	Date	Climbing Wall user's printed name
_____		_____
Parent or guardian's signature (if under 18)	Date	Parent or guardian's printed name (if under 18)
_____		_____
ONU Staff signature	Date	ONU Staff printed name

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