

## ACKNOWLEDGMENT OF RISK

I HEREBY ACKNOWLEDGE AND AGREE THAT THE SPORT OF ROCK CLIMBING AND THE USE OF THE FACILITIES OF THE SAINT JOHN'S UNIVERSITY CLIMBING WALL (HEREINAFTER REFERRED TO AS THE WALL), ITS CLIMBING WALL AND OTHER TRAINING FACILITIES HAS INHERENT RISKS. I HAVE FULL KNOWLEDGE OF THE NATURE AND EXTENT OF ALL THE RISKS ASSOCIATED WITH ROCK CLIMBING AND THE USE OF THE WALL.

I FURTHER ACKNOWLEDGE THAT THE ABOVE LIST IS NOT INCLUSIVE OF ALL POSSIBLE RISKS ASSOCIATED WITH THE USE OF THE WALL AND THAT THE ABOVE AND IN NO WAY LIMITS THE EXTENT OR REACH OF THIS RELEASE AND COVENANT NOT TO SUE.

## RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

IN CONSIDERATION OF MY USE OF THE WALL, I, THE UNDERSIGNED USER, AGREE TO RELEASE AND ON BEHALF OF MYSELF, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, HEREBY DO RELEASE SAINT JOHN'S UNIVERSITY, ITS OFFICERS. AGENTS, SPONSORS, AND EMPLOYEES FROM ANY CAUSE OF ACTION, CLAIMS, OR DEMANDS OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, A CLAIM OF NEGLIGENCE, WHICH I, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY NOW HAVE, OR HAVE IN THE FUTURE AGAINST THE WALL ON ACCOUNT OF PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR ACCIDENT OF ANY KIND. ARISING OUT OF OR IN ANY WAY RELATED TO MY USE OF THE WALL WHETHER THAT USE IS SUPERVISED OR UNSUPERVISED, HOWEVER THE INJURY OR DAMAGE IS CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF SAINT JOHN'S UNIVERSITY, ITS OFFICERS, AGENTS, SPONSORS, AND EMPLOYEES.

IN CONSIDERATION OF MY USE OF THE WALL, I, THE UNDERSIGNED USER, AGREE TO INDEMNIFY AND HOLD HARMLESS SAINT JOHN'S UNIVERSITY, ITS OFFICERS, AGENTS, SPONSORS, AND EMPLOYEES FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, LOSSES, OR COSTS OF ANY NATURE WHATEVER ARISING OUT OF OR IN ANY WAY RELATING TO MY USE OF THE WALL.

I HEREBY CERTIFY THAT I HAVE FULL KNOWLEDGE OF THE NATURE AND EXTENT OF THE RISKS INHERENT IN THE USE OF THE WALL AND THAT I AM VOLUNTARILY ASSUMING THE RISKS. I UNDERSTAND THAT I WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING DEATH, I SUSTAIN WHILE USING THE ST. JOHN'S CLIMBING WALL AND THAT BY THIS AGREEMENT, I AM RELIEVING SAINT JOHN'S UNIVERSITY, ALL OTHER EVENT SPONSORS, OF ANY AND ALL LIABILITY FOR SUCH LOSS DAMAGE, OR DEATH.

FURTHER CERTIFY THAT I AM IN GOOD HEALTH AND THAT I HAVE NO PHYSICAL LIMITATIONS WHICH WOULD PRECLUDE MY SAFE USE OF THE FACILITIES.

BY SIGNING BELOW YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND WILL ABIDE BY THE RELEASE FORM ABOVE, AND ALSO THAT YOU HAVE READ, UNDERSTOOD AND WILL ABIDE BY THE CONTRACT OF SAFETY POLICIES FOR THE CLIMBING WALL ON THE REVERSE SIDE OF THIS SHEET, AND THAT YOU UNDERSTAND THE RISKS OF CLIMBING.

USER'S NAME (PRINTED CLEARLY!) \_\_\_\_\_

User's Signature \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_

## IF THE CLIMBER IS UNDER 18 YEARS OF AGE, PLEASE HAVE A PARENT OR GUARDIAN FILL OUT THE FOLLOWING SECTION:

I, AS PARENT OR GUARDIAN OF THE ABOVE MINOR UNDER 18 YEARS OF AGE, HEREBY CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS RELEASE FORM.

PARENT/GUARDIAN NAME (PRINTED CLEARLY!) \_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_