

THE OHIO STATE UNIVERSITY OUTDOOR ADVENTURE CENTER (OAC) CLIMBING CENTER RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE

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 Ohio State University Climbing Center now or anytime in the future.

ACKNOWLEDGMENT OF RISK

I hereby acknowledge and agree that climbing and use of The Ohio State University Climbing Center has inherent risks. I have full knowledge of the nature and extent of all risks associated with climbing including, but not limited to:

1. All manner of injury resulting from falling off the climbing wall and impacting against the wall or floor.
2. Injuries resulting from being dropped to the floor during lowering on the rope, belaying, and rope handling techniques.
3. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the OAC Climbing Center structures.
4. I understand that helmets are provided free-of-charge for use while climbing, and that helmets are an important piece of safety equipment, which can reduce the risk of certain injuries. I understand that by choosing not to wear a helmet, I am exposing myself to increased risk.

RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE

In consideration of my use of The Ohio State University Climbing Center, I, _____ (printed name) the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns HEREBY DO RELEASE The Ohio State University, its officers, agents 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 University 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 OAC Climbing Center, whether that use is supervised or unsupervised.

In consideration of my use of the OAC Climbing Center, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS The Ohio State University, its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever arising out of or in any way relating to my use of the OAC Climbing Center.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the OAC Climbing Center and that I am voluntarily assuming the risks, I understand that I will be solely responsible for any loss or damage, including death, that I sustain while using the OAC Climbing Center and that by this agreement I am relieving the 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, which would preclude my safe use of the OAC Climbing Center.

I further certify that my present age is _____ and that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement.

I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read the same, of my own free will. In witness whereof, this instrument is duly executed at Columbus, Ohio, this day of _____.

OAC Climbing Center user's signature

OAC Climbing Center user's printed name

Witness' signature

Witness' printed name