



# INDOOR CLIMBING WALL WARRANTY AND CONSENT ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

INCONSIDERATION of allowing \_\_\_\_\_ (here in after called the 'Participant') to participate in the INDOOR CLIMBING WALL, and its related events and activities, (hereinafter called the 'Program'), of Prairie College, (hereinafter called 'Prairie').

I WARRANT THAT:

1. I am familiar with the risk of serious injury and death which any Participant in this program must assume.
2. I believe that I am physically, emotionally and mentally able to participate in this Program, and that my personal equipment is mechanically fit for use in this Program.
3. I understand that all applicable rules for participation must be followed, and that at all times the sole responsibility for personal safety remains with me.
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition, or if I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the Program.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my Participation in this Program and execution of this document constitutes:

1. An unqualified ASSUMPTION OF ALL RISKS associated with participation in this Program by even me if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of Prairie and any person associated therewith or participating therein.
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of Prairie and any and all persons or organizations associated with it and the Program including (without limiting the generality of the foregoing) its owners, officers, directors, officials, agents and/or employees, other Participants, sponsors, advertisers, owners and/or lessors (hereinafter collectively called 'Releases') of the premises used to conduct the Program, sanctioning bodies, medical and rescue personnel with respect to all injury, disability, death or loss or damage to person or property whether arising from negligence, or negligent rescue of or by the forgoing or otherwise.
3. An UNDERSTANDING NOT TO SUE the Releases for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participant of my minor child/ward in the Program.
4. An AGREEMENT TO INDEMNIFY and to save and hold harmless the Releases from any and all litigation expense, legal fee, liability, damage, award, cost, of any form or type whatsoever that they may incur as the result of my participation in the Program due to any claim made against the Releases regardless of whether the claim is based on the negligence of the Releases or otherwise.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS PROGRAM.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I GIVE UP SUBSTANTIAL LEGAL RIGHTS THAT I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

\_\_\_\_\_  
(SIGNATURE OF PARTICIPANT, OR  
PARENT/GUARDIAN OF MINOR)

\_\_\_\_\_  
(PRINTED NAME OF PARTICIPANT,  
OR PARENT/GUARDIAN OF MINOR)

\_\_\_\_\_  
(SIGNATURE OF WITNESS)

\_\_\_\_\_  
(PRINTED NAME OF WITNESS)

\_\_\_\_\_  
(DATE)