

**University of Iowa  
Recreational Services  
CLIMBING WALL  
PARTICIPANT AGREEMENT/WAIVER  
(INFORMED CONSENT, ASSUMPTION OF RISK, RELEASE OF CLAIMS  
AND PHOTO/RECORDING AND MEDIA RELEASE AGREEMENT)**

**NOTICE: THIS AGREEMENT/WAIVER INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. READ THE ENTIRE AGREEMENT CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN IT.**

In consideration of my child being permitted to participate in climbing/belaying activities at the CLIMBING Wall located in the University of Iowa Campus Recreation and Wellness Center (CRWC) and utilizing this facility, by signing this agreement, I certify that I have read, understand, and agree to the following:

1. I certify that to the best of my knowledge my child is physically capable of participating in the climbing activities/program and has no known physical limitations, pre-existing injuries, or medical problems that might limit their ability to participate in these activities. I understand that The University reserves the right in its sole discretion to deny anyone the opportunity to participate where questions exist regarding one's physical capability to participate in the program/activity.
2. I understand and acknowledge that climbing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I also understand that there may be dangers associated with this activity that are unknown or unexpected. The potential hazards include but may not be limited to: broken/loose or damaged holds, climbing surfaces or structures; insufficient padding; cracks in the wall; distractions from or actions of climbers, belayers, bystanders or others; coming into contact with other climbers or bystanders; and other hazards. I understand that these dangers could result in slips, trips, falls, bruises, sprains/strains, fractures, concussions, head, neck or back injuries, paralysis, other bodily injuries, or death, and property loss or damage. I understand that these dangers exist and potential injuries could occur whether my child is observing or participating in climbing/belay activities.
3. My child's participation in this activity is entirely voluntary; they choose to participate knowing and understanding the risks. On behalf of my child, myself, our family, our heirs and assigns, I hereby personally assume all risks in connection with my child's participation in climbing activities and hereby release, waive and forever discharge The University of Iowa; the Board of Regents, State of Iowa; and the State of Iowa and their respective employees, agents and representatives (Releasees) from any and all liability of any and every nature whatsoever, including claims or suits at law or in equity, for any and all personal injury including death, and property loss or damage that may result from, arise out of, or be related to my presence at or use of the CRWC climbing wall and the area surrounding it, including any travel to and/or from CRWC. I hereby agree to indemnify and hold harmless the Releasees from such liability whether injury, loss or damage is caused by my fault or negligence, or the fault or negligence of any third party. I hereby release the University of Iowa; the Board of Regents, State of Iowa; the State of Iowa, and each of their respective employees, agents and representatives (Releasees) from any and all liability for personal injury, including death, or property damage or loss suffered by me as a result of, arising out of, or in any way involving my participation in the Program, except to the extent that such liability results directly from the negligence of the University of Iowa, its agents, or employees
4. I understand that if my child chooses to use personally owned equipment, or any other equipment not provided by the Touch the Earth Program/CRWC Climbing Wall, they do so voluntarily. I understand that my child is solely responsible for the condition and use of that equipment and on behalf of my child, myself, our family, our heirs and assigns, I accept full responsibility for any damage or injury that may occur due to the condition or improper use of that equipment. I hereby release the University of Iowa; the Board of Regents, State of Iowa; the State of Iowa, and each of their respective employees, agents and representatives (Releasees) from any and all liability for personal injury, including death, or property damage or loss suffered by my child as a result of, arising out of, or in any way involving their use of any such climbing equipment, including but not limited to harnesses, shoes, carabineers, belay devices, ropes, anchor devices or webbing.

5. Whether the equipment is provided by Touch the Earth/CRWC or otherwise, I understand that my child is responsible for conducting a full check of all equipment (e.g. proper fit of harness, properly tied ropes/knots, proper setup of belay devices, etc.) prior to beginning their climb and/or belaying another climber.
6. My child has read, understands, and agrees to abide by all rules of the CRWC Rock Climbing Wall.
7. I grant the University of Iowa, Recreational Services, and persons acting for or through them the right to use, reproduce, assign, and/or distribute images, audio and video recordings, and likenesses in any medium whatsoever, of myself and for any minor children, identified below, for whom I have custody, for the purpose of promoting the University of Iowa, any of its programs or Centers, or for any other lawful purpose, without payment to me or to my child, now or in the future. The University, its successors and assigns shall own all right, title and interest, including the copyright, to any such image, recording, or likeness.

I hereby release and hold harmless the Board of Regents, State of Iowa; the University of Iowa and the State of Iowa; as well as each of their respective agents and employees from any and all claims, including but not limited to claims of infringement, damages or remuneration, for invasion of privacy, defamation, or misappropriation, or otherwise arising from such use.

8. In the event of a medical emergency in the course of the Program, Recreational Services staff will attempt to contact the individuals identified as Emergency Contacts. In the event that such attempts are not successful, I hereby authorize and consent to the health professionals of the University of Iowa, emergency medical service professions, or health care facilities based on local EMS protocols, to perform or administer necessary or medically advisable surgical or medical treatment under such circumstances. I also authorize these professionals to administer anesthetic or anesthesia as may be necessary or medically advisable in connection with the medical or surgical procedures. This authorization is intended to apply to emergency treatment and procedures.

I agree to assume all costs related to such treatment. I authorize my insurance company to pay benefits to the medical providers of any such service. Also, I authorize the disclosure of medical information to my insurance company for the purpose of such a claim.

9. This release is given in Iowa City, Iowa and irrespective of the place of performance, or otherwise, the release and all disputes or claims concerning any aspect of the contract shall be construed and interpreted in accordance with the laws of the State of Iowa without regard to its conflicts of law provisions. All disputes arising hereunder shall be brought in the state courts having jurisdiction in Johnson County, Iowa and the undersigned hereby consents to the jurisdiction of such courts, agrees to accept service by mail and hereby waives any jurisdictional or venue defenses otherwise available to the undersigned.

**I have read the above waiver and authorization form in its entirety. By submitting this registration form and/or paying for my child's registration I certify that: I am the parent or legal guardian of the participant named on this registration form; I understand and accept the risks associated with my son/daughter's participation; I understand and agree to all terms of the above. By submitting this form, I am granting permission for my son/daughter to participate in Climbing and Belaying activities.**

\_\_\_\_\_  
 Participants Name (Printed)

\_\_\_\_\_  
 Participants Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Parent / Legal Guardian (Printed)

\_\_\_\_\_  
 Parent / Legal Guardian Signature

\_\_\_\_\_  
 Date