



**LINDSETH CLIMBING CENTER
NOYES CLIMBING WALL**

RELEASE / INDEMNIFICATION

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ CAREFULLY.

By signing this agreement you give up your right to bring a court action to recover damages or obtain any other remedy for any injury to yourself or your property up to and including death however caused arising out of your use of the Lindseth Climbing Center climbing wall or the Noyes Community Recreation Center climbing wall now or any time in the future.

Acknowledgement of Risk:

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the Lindseth Climbing Center wall located in Bartels Hall, and the climbing wall located in the Noyes Community Recreation Center (herein after referred to as the Climbing Walls) have **INHERENT RISKS**. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Climbing Walls, including, but not limited to:

1. All manner of injury resulting from falling off the Climbing Walls and impacting against rock faces and projections, whether permanently or temporarily in place, or impacting the floor beneath the Climbing Walls;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Walls such as, but not limited to, climbing, belaying, rappelling, lowering on rope, and rope or rescue systems.
3. Injuries resulting from falling climbers or dropped items, such as ropes or climbing hardware;
4. Cuts and abrasions resulting from skin contact with the Climbing Walls;
5. Failure of ropes, harnesses, climbing hardware, holds, anchor points, or any part of the structure of the Climbing Walls.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Walls and that the above list in no way limits the scope of this release and covenant not to sue.

Release/Indemnification and Covenant Not to Sue:

In consideration of my use of the Climbing Walls, I, _____, the undersigned user, agree, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, to **RELEASE** Cornell University, its trustees, officers, agents, and employees (herein after referred to as the University) from any and all liability, cause of action, or claims of any kind, 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, accident of any kind, or death arising out of or in any way related to my use of the Climbing Walls, whether that use is **SUPERVISED OR UNSUPERVISED**, howsoever the injury or damage is caused. I, the undersigned user, agree to **INDEMNIFY AND HOLD HARMLESS** the University from any and all causes of action, claims, demands, losses or damages of any nature whatsoever arising out of or in any way relating to my use of the Climbing Walls, other than those claims arising solely from gross negligence of Cornell University, its officers, trustees, or employees. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Walls 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 Climbing Walls and that by this agreement I am relieving the University of any and all liability for such loss, damage, or death. I certify that I meet the affiliation requirements for use of the Climbing Walls. 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 Walls. I further certify that I am 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.

____ (Please check if this applies) I am a minor (under the age of 18), and I acknowledge that my legal guardian must sign this form on my behalf.

CONTINUED ON REVERSE

