



## LINDSETH AND NOYES CLIMBING WALLS

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### RELEASE / INDEMNIFICATION OF ALL CLAIMS

**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 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 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, 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

**Climbing Walls Safety Policies:** I, the undersigned, accept full responsibility for my own safety and will do what I can to ensure the safety of other climbers while in the climbing walls area. I agree to abide by, and to help enforce, the following Safety Policies:

(Please initial)

- \_\_\_\_\_ 1. I have viewed the climbing wall safety video and understand the information presented.
- \_\_\_\_\_ 2. For open climbing sessions, all climbers must obtain a user's card from Cornell Outdoor Education and present this along with a photo ID to gain access to the climbing walls. A numbered tag will be issued for each visit. Only persons with numbered tags are allowed on the climbing walls at this time.
- \_\_\_\_\_ 3. Helmets are required for all roped climbing unless waived by the climber.
- \_\_\_\_\_ 4. Holds bolted to the wall may spin. Report any loose holds you encounter.
- \_\_\_\_\_ 5. Participants may not climb unroped above the posted bouldering limits.
- \_\_\_\_\_ 6. Report any situation seen as unsafe or not in accordance with these Safety Policies.
- \_\_\_\_\_ 7. Report any accidents or equipment damage immediately. You will not be charged for damage to rental equipment.
- \_\_\_\_\_ 8. Cornell Outdoor Education reserves the right to withdraw authorization for use of the Climbing Walls of any individual permanently or for a specified period of time for breach of contract in failing to follow the Safety Policies, or for any conduct that is viewed as unsafe or inappropriate.

Additional Roped Climbing Policies for the Lindseth Wall

- \_\_\_\_\_ 1. Climbers above the posted bouldering limit must be roped and belayed through a belay plate, tuber, or gri-gri. Belayers must be anchored. Roped climbers and belayers must wear harnesses.
- \_\_\_\_\_ 2. Climbers must pass a belay proficiency test in order to belay other climbers. Certified belayers will be issued a tag indicating this status; other climbers will be issued a non-belay tag.
- \_\_\_\_\_ 3. Belayers must adhere to the Climbing Walls belay procedures as outlined in the *Lindseth Climbing Wall Belaying Policies* packet posted at the Lindseth Climbing Wall.
- \_\_\_\_\_ 4. Lead climbing is not allowed on the Lindseth Climbing Wall.

**Please check one of the following. I certify that I am:**

Cornell Affiliated: Cornell faculty, staff, a student, alumnae or the immediate family of faculty, staff, student or alumnae.

Contract Affiliated: community participants in or graduates of a COE rock climbing class or private climbing lesson.

A Guest: unaffiliated with Cornell or COE. As such, you require a Cornell affiliated host.

**I have read and fully understand the above acknowledgement of risk and the Release / Indemnification and Covenant Not to Sue. I acknowledge that I have read and agree to abide by the Climbing Walls Safety Policies, the Helmet Waiver, as well as all regulations posted at the Climbing Walls.**

Signature (Climber /Parent/Guardian)	Climber's Name (printed clearly)	Today's Date
Date of Birth (climber)	Street Address	City State Zip
Net ID or Email Address		
Witness Signature	Witness Name (printed clearly)	Today's Date

**Helmet Waiver:**  
 Cornell Outdoor Education requires the use of climbing helmets during all roped climbing at the Climbing Walls. I, the undersigned, recognize the dangers inherent with indoor climbing on the Climbing Walls. I realize that I am subject to injury from this activity and that no form of preplanning can remove all of the dangers to which I am exposing myself. I am aware of the Cornell University safety policy that requires use of a protective helmet for all roped climbing and that the use of this protective helmet could prevent brain damage or death in the event of an accident. I am aware that helmets are provided free of charge. Against the advice of Cornell Outdoor Education and Cornell University, I may refuse to wear a protective helmet for climbing and take full responsibility for my own decision in refusing this safety precaution.

Climber's Signature	Climber's Name Printed Clearly	Date
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FOR COE USE ONLY: Entered by \_\_\_\_\_