

## Assumption of Risk & Waiver of Liability

**IMPORTANT: THIS IS A LEGAL DOCUMENT. Please read and understand this document before signing. Ask the staff or consult an attorney if you have any questions.** The Outdoor Venture Center (OVC) has done everything possible to assure that our guest's experience is rewarding. We wish to inform our guests that climbing is not risk free. The same elements that contribute to the unique character and fun of CLIMBING such as physical exertion or RISK can cause loss or damage to equipment, injury, illness or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. You must read, sign, and return this form to the climbing wall supervisor before you can climb.

### Assumption of Risk

1. Climbing on an indoor climbing wall, like all outdoor recreation activities is hazardous. The obvious accidents that occur in rock climbing are falling while climbing. You may fall only a few feet or all the way to the ground. As you fall, you may hit the wall, other objects in your path, and/or other people. The resulting jolt on the rope from catching your fall may also cause injury. Falling to the ground from any height may cause serious injury resulting in life long disability or death.
2. Other objects or people falling off the wall present an additional falling risk. Holds, climbing equipment, and even people may fall and hit you as you are standing at the base or while climbing. Most accidents occur when climbers are hit by falling objects.
3. Equipment may fail. Climbing equipment is tested before use; however, the extreme conditions of the environment in which climbing equipment is used in conjunction with the damages caused by the wall or rock can cause climbing equipment to fail. Improper use of equipment may result in injury. Ropes break if they rub against a hold or wall improperly. A climbing hold may spin or break. You may pull anchors off the wall, or the rope may become unclipped as you climb or fall, allowing you to fall farther than expected or to the ground.
4. You may experience cuts from the holds or wall, or experience rope burns from handling the rope improperly. You may also be exposed to a variety of injuries, while climbing or belaying, like pulled muscles and tendons, dislocations, broken bones, and internal injuries. These and any of the above can lead to life long disability, including quadriplegia, and death in the most extreme cases.
5. **I have read the statement above.** I recognize that Outdoor Venture Center activities are high risk activities. I understand there are inherent risks that cannot be eliminated in this outdoor activity. I attest and verify that I have sufficient knowledge of the risks involved in this activity, and am aware of the presence of risks not specifically identified as associated with the activity. I certify that I am fully capable and physically able to participate in this activity. Therefore, I assume and accept full responsibility for bodily injury, death, loss of personal property and any expenses, which may be incurred by me (or any minor children in my care, custody or control) resulting from those inherent risks and dangers previously identified, those inherent risks and dangers not specifically identified, and any negligence on my part associated with my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to do so in spite of and with full knowledge of the inherent risks.
6. I know, understand, and appreciate that I have to assume personal responsibility for safely and adequately preparing and equipping myself for rock climbing. This includes the inspection and proper use of all equipment that I get from the OVC climbing wall or bring to the facility myself.
7. **I have read**, understand, and appreciate the climbing wall rules (see posted rules), and agree to follow them or suffer the penalty of losing access to the climbing wall and boulder. I also understand that the climbing wall staff and OVC volunteer leaders are not the insurers of my safety. I have a duty to act responsibly, safely, and cooperatively. The staff may make suggestions or demands related to the health, safety, and learning of climbing wall users; but there is much they cannot, and do not, do for the users.

### Accidents and Insurance

1. Outdoor recreation activities such as rock climbing are considered high-risk activities. As stated above, the chance of injury due to a known risk or unforeseen accident is probable. The necessary medical treatment for these injuries can be expensive.
2. *I, the undersigned, **do not** presume that any insurance, whether for accident, life, medical or property loss has been secured for my benefit by the Outdoor Venture Center, Campus Recreation, the University of Nebraska - Omaha, or the Board of Regents of the University of Nebraska. I am solely responsible for obtaining any such insurance I may need.*

**Waiver of Liability / Indemnification**

1. **CAUTION, READ BEFORE SIGNING:** I, for myself, my heirs, my family, my executors, administrators, and assignees, do hereby waive and release the Board of Regents of the University of Nebraska, the University of Nebraska -Omaha, their employees and agents, for all claims of negligence, damages, demands, actions, or other claims in any manner arising or growing out of any negligence, all or in part of the indicated parties associated within said activity.
2. Neither the Board of Regents of the University of Nebraska, the University of Nebraska-Omaha, nor their agents or employees (the "Indemnified") shall be held liable for any accident, injury (including quadriplegia or death), loss, or damage sustained by me or my property while participating in Climbing Wall activities. I agree to hold the Indemnified harmless with respect thereto.
3. As liquidated damages, I hereby agree that if the Indemnified are forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf; my heirs, or executors and I agree to pay the costs and attorney fees for the Indemnified if they successfully defend such action, lawsuit or litigation.

**Severability**

1. I agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Nebraska and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
2. I agree that this waiver and assumption of risks agreement shall be construed in accordance with the laws of the State of Nebraska and that any action brought against the Indemnified or any of them shall be brought in a forum within the State of Nebraska having jurisdiction over the matter.

**NOTICE: ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read the Assumption of Risk and Accidents and Insurance sections, and fully understand their terms. I am signing this agreement freely and voluntarily, and **intend my signature below to signify a complete assumption of the inherent risks of participating in this activity.**

**NOTICE: THE WAIVER OF LIABILITY / INDEMNIFICATION IS INTENDED TO BE A LEGALLY BINDING CONTRACT** waiving the liability of the climbing wall staff, volunteer trip leaders, their supervisors, and all persons indicated in the agreement above with respect to any and all claims of liability based on negligence, action, or inaction of the indicated parties. **BY SIGNING BELOW, I AM ACCEPTING THIS CONTRACTUAL AGREEMENT.**

Signature

Date

Age

Print Name

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Parents or guardians if under 18 years of age: \_\_\_\_\_  
Signature Date

Components of this document are copy written by James Moss, Attorney at Law

**Photo Release**

1. I hereby grant to the Board of Regents of the University of Nebraska, its components campuses, its representatives, employees, agents and assigns, the irrevocable and unrestricted right to use, reproduce and publish photo/video of me, including my image and likeness as depicted therein for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction, and to copyright the same. I hereby release the University of Nebraska, its components campuses and its Regents, officers, employees, agents, legal representatives and assigns from any and all claims, actions and liability related to its use of said photographs and/or video.
2. I recognize that by signing below, I waive any right to royalties or other compensation arising from or related to the use of the photo and/or video. My signature below also grants the University of Nebraska the use of my image for seven years from the date on this form.

Signature

Date

Age

Print Name