

**TOWSON UNIVERSITY CAMPUS RECREATION SERVICES
ADVENTURE PURSUITS PROGRAM
AGREEMENT, WAIVER, HOLD HARMLESS AND COVENANT NOT TO SUE**

Name (printed or typed): _____

Notice: This Agreement is a contract with legal consequences. Read it carefully before signing!

In consideration of my participation in **indoor rock climbing from January 1, 2011 to December 31, 2011, inclusive**, I hereby freely agree to make the following contractual representations and agreements:

I fully realize the dangers of participating in an event of this type and voluntarily assume all the risks associated with such participation. I understand the risks include, by way of example, and not limitation, the following: Accidents may happen while traveling in vehicles to event locations including provided transportation, car pools, bicycles, and walking. Injuries can occur due to falls, equipment failure, other climbers, misuse of equipment, holds breaking, slippery surfaces, and or over exertion. Injuries could result in concussion or other head injuries, broken bones, contusions, rope burn, torn muscles or tendons, strains, sprains, cuts, pinched fingers, neck and spinal injuries, psychological trauma, hospitalization, and/or death. In addition, I understand that wearing a helmet while climbing at the Peregrine's Nest Climbing Gym and Bouldering Room is highly recommended. If I choose not to wear a helmet, I agree to assume all additional risk of personal injury and death that may occur as a result of not wearing a helmet.

I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the above named events. With these demands in mind, I have no physical or mental condition, which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in the event. I also agree to abide by any established rules or regulations while engaged in this activity, and with the directions and precautions given by leaders and/or instructors.

I understand that Towson University has no duty to provide any extraordinary duties or safety measures in relation to this activity and that I must use reason and judgment in my undertakings hereunder. I consent to Towson University providing emergency health assistance if it is determined necessary in its discretion, and consent to Towson University contacting my emergency contact for notification.

I understand and expressly assume all the risks and dangers of the activities contemplated by this Agreement, and I hereby release, waive, discharge, and covenant not to sue Towson University, the University System of Maryland, the State of Maryland, and their officers, agents, servants, and employees (collectively, the "Releasees") from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me or to my property while participating in any of the activities contemplated by this Agreement, whether such damage, loss, or injury results from the negligence of the Releasees or from any other cause. I also hereby release, waive, discharge and covenant not to sue the Releasees from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the above activity. I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activities, whether caused by the negligence of Releasees or otherwise.

I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this Agreement, nor revoke or cancel any of the terms of this Agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit. This Agreement shall not be modified orally.

I hereby certify that I have Health Insurance. My insurance company is: _____

I have carefully read this form and fully understand its contents. All information I have provided is true. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and Towson University and for the benefit of others described herein, I sign it of my own free will.

PARENT OR GUARDIAN OF A MINOR: I, as parent or guardian of the above named minor, hereby give my permission for my child or ward to participate in the above named activity, and further agree, individually and on behalf of my child or ward, to the terms of the above.

Participant's signature: _____ Date: _____

Parent's or guardian's signature if participant is under 18: _____ Date: _____

Signature of witness: _____ Date: _____

First name: _____

Last name: _____

Student I.D. #: _____

Peregrine's Nest Climbing Gym Safety Policies

These rules are effective during regular climbing hours; there are some exemptions for classes and special events. If you fail to comply with these Safety Policies you can be barred from using the gym.

- All participants must have a current liability waver and current insurance information on file at the climbing gym's desk.
- There must be a gym supervisor present for anyone to climb.
- All climbers must comply with the judgment and decisions of the staff on duty at the climbing gym.
- Water is only allowed in the climbing gym in closed containers. No other food or liquid is allowed in the gym.
- Remove any large jewelry that may be snagged or damaged by the climbing wall.
- Only appropriate climbing footwear will be permitted on climbing surfaces; climbing shoes are recommended. No climbing in sandals or with bare feet.
- Be courteous to other climbers; respect their space on the wall and the gym floor.
- No loose chalk. Please use a chalk ball.
- Only U.I.A.A. approved climbing equipment may be used in the Peregrine's Nest climbing gym.
- Inform staff and other climbers of any situation seen as unsafe or not in accordance with the safety policies. All climbers are asked to assist and encourage less experienced climbers. All accidents or equipment damage must be reported immediately.
- Helmets are not required but are recommended; they are available, for free rental at the front desk.
- The quickdraws hanging from the wall are for protection during Lead climbs. Do Not pull on the quickdraws to help yourself up a climb.
- Only people who have passed the belay test can belay.
- Bouldering is allowed; however the boulderer's shoulders may not pass above the fourth panel or the first quickdraw. It is required to have a minimum of one spotter per boulderer. Boulderers and spotters are required to use and to move the additional "crash pads" located within the gym.
- Climbers may traverse the wall but cannot pass the top of the third panel with their shoulders without a spotter.
- Climbers have the right of way over boulders. Boulders can only pass under a climber when the climber is at least 3 panels (9 feet) above the boulders head.
- Groups and lessons in progress have priority on routes. If an instructor needs the route you may be asked to move to another route.
- No climbing or belaying is allowed while under the influence of intoxicating substances.

I have read, understand and agree to abide by the *Peregrine's Nest Climbing Gym Safety Policies* listed above.

Participant's signature X _____ Date X _____

Emergency Contact Information

Name: _____

Phone Number: _____

Relationship: _____