

James Madison University Recreation Department  
**Participant Information and Waiver of Liability**

Participant Name \_\_\_\_\_

Local Address \_\_\_\_\_

Local Phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_ Address \_\_\_\_\_

**IMPORTANT: THIS WAIVER OF LIABILITY IS A LEGAL BINDING DOCUMENT**

It is important that you realize that the activity you are planning on participating in is not free of risks. Athletic activities can cause injury, impairment, or even death. It is the mission of this document, as well as any other that you will be asked to read and sign, to educate you on the hazards that you may encounter and expect during your participation.

I, the undersigned, have made arrangement with James Madison University's University Recreation Department for participation in \_\_\_\_\_ on the following date(s) \_\_\_\_\_. **I am familiar with the activities to be engaged in and the physical requirements necessary to perform them safely and I will read and sign the Assumption of Risks Document(s) attached to this page.**

I agree to pay all the costs or damages for any injuries or damages I may receive due to my participation in the activity stated above. Further, I agree to compensate the Common Wealth of (here after referred to as Releasees), their agents, and employees for all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the activity stated above.

In exchange for being permitted to participate, I release and promise not to sue the Commonwealth of Virginia, the University, its agents or employees, from and for any injury (including sickness or death) to me, or damage or loss to my property, arising out of my participation in this program, no matter the cause. I understand that the only exception to the preceding sentence is if injury, loss or damage is due to intentional misconduct by the employees or agents of the Commonwealth of Virginia.

I agree the site of any lawsuit and the law governing any such lawsuit shall be Virginia and governed by Virginia law. The terms of this agreement shall continue and be in effect after the event has ended.

Under the principle of liquidated damages, I hereby agree that if the RELEASEES are forced to defend, and are successful, any action, lawsuit or litigation brought by myself, my executors, or my heirs, on my family's behalf or my own, my heirs or executors and I agree to pay the RELEASEES' court costs and attorney fees.

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this or any other document signed by me or my guardian is as good as the original.

I have adequate health, disability, and life insurance.

I authorize and release to the RELEASEES the use of my image in any photograph, video recording, or web page sponsored by the RELEASEES.

**I give permission to be transported to a medical facility and authorize the physician selected by the University Recreation Staff to hospitalize, secure proper treatment, order injection, anesthesia, or surgery for me.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian Signature  
if under 18 years of age

\_\_\_\_\_  
Date

~OVER~

James Madison University Recreation Department  
**Climbing Wall/Swimming Pool Assumption of Risk**

**By Signing The Bottom Of This Document You Are Attesting To The Fact That You Have Read And Understand It**

During this experience, you will encounter an environment and hazards that are different from those that you encounter in daily life. While many safety systems have been put into place, there is no way that we can guarantee your safety. Knowing that being informed mitigates the human factor, this information is to provide you with some knowledge about the risks of using a climbing wall and/or swimming pool so that you can be an integral part of the safety system. This is by no means a complete list of hazards associated with climbing and swimming.

While it is impossible to eliminate all of the risks, it is possible to **help lessen the hazards for self and group participants by observing all safety rules and procedures** presented and being aware of possible and potential risks. The following are a partial list of risks associated with these activities:

- Blow from falling objects
- Fall from heights
- Heat related illness, such as heat exhaustion or heat stroke
- Dehydration
- Physical exertion beyond normal
- Injury to limbs, joints, body from rock formations / holds
- Severe abrasion from wall surface
- Awkward footings
- Action from other participants
- Actions of non-participants
- Rope burns/abrasion
- Tendonitis from repetitive stress
- Injury from personal effects: jewelry, sharp objects in pockets
- Failure of safety systems during climbing
- Slipping on wet floors
- Head injury from climbing impact with the wall, other climber, ground
- Death from above mentioned trauma or drowning

**It is important that the participant understand that any of these risks can lead to minor and /or serious injury or possibly death.**

Participants will be treated for problems as quickly as is safely expedient; however hospital care is not guaranteed and may be delayed for unforeseeable reasons. Participants are not covered by the insurance of University Recreation or James Madison University. We **STRONGLY** encourage participants to carry accident insurance.

The Recreation Department encourages all participants to increase knowledge and skill in climbing and swimming. The Recreation Department provides instruction on safe use of the facility's climbing wall and swimming instruction. Any tests administered to participants is specific and exclusive to UREC and in no way represents a certification or the ability to climb or swim unsupervised in any conditions, at UREC or elsewhere. Please ask the Recreation staff if you have questions regarding safety. **Participate safely at your own risk.**

**Helmet Information Section**

It is **RECOMMENDED** that all climbers use helmets when climbing; however; a helmet is not required for top rope climbing **ONLY** at the UREC wall. Helmets are generally designed to protect the head and neck from objects falling from below not from a fall from height. In a controlled environment, climbers and belayers are allowed to make the decision not to utilize a helmet as part of their safety system, but they do so informed of the risks as stated in the above list. Participants waive the right to hold another party or fault for any injuries or damages that may result and take full responsibility for their exposure to these hazards, regardless of the safety equipment used.

I acknowledge that that climbing without a helmet removes an element of protection for the climber or belayer that may expose them to some of the additional risks associated with climbing. Helmets are provided free of charge and may be used at any time by belayers or climbers.

**Please sign below to acknowledge that you recognize that these activities are physically demanding and that there are innumerable risks associated with participation.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent of Guardian if under 18 years of age

\_\_\_\_\_  
Date