**The University of Southern Mississippi**

**Campus Recreation**

**Release and Assumption of Risk**

**The University of Southern Mississippi has erected a rock climbing wall in the Payne Center as a part of the recreational activities offered by the University to persons who are willing to assume the risks associated with that activity. IF YOU DO NOT CLEARLY UNDERSTAND THE RISKS OF ROCK WALL CLIMBING OR ARE NOT WILLING TO ASSUME THOSE RISKS, YOU SHOULD STOP HERE AND ABANDON THE ACTIVITY. PROCEED ONLY IF YOU ARE CONFIDENT THAT YOU DO UNDERSTAND THE RISKS AND ARE WILLING AND ABLE TO ASSUME THOSE RISKS.**

PARTICIPANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name here)

For and in consideration of the permission to participate in indoor rock climbing and the use of the Climbing Wall and facilities at the Payne Center (“the activity”), I do hereby release and agree to defend, indemnify and hold forever harmless, the University of Southern Mississippi, its Trustees, Officers, Agents, Employees (including students employed by the University, whether part-time or full-time), and all members of Campus Recreation from any responsibility, liability, obligation, claims, demands, injury or damage to person (including death or disability) or property of myself or others arising from, growing out of or resulting from my participation in this activity, whether caused by my own negligence or the negligence of others.

I realize and agree that the sport of rock climbing and the use of the Climbing Wall have inherent risks, some of which may include (but are not limited to) the following:

1. All manner of injury and/or death resulting from loss of control while climbing and/or falling off the Climbing Wall and hitting rock faces and projections, equipment associated with the climbing activities, structures, floors and fixtures in the building itself, whether temporary or permanent, as well as other participants;
2. Rope abrasion, entanglement, and other injuries resulting from activities of myself or others on or near the Climbing Wall, such as climbing, belaying, rappelling, lowering on rope, rescue system, aid climbing, lead climbing, and any other rope techniques;
3. Injuries resulting from falling climbers and/or dropped items, such as, but not limited to, ropes, climbing holds, climbing hardware, or other items carried by climbers;
4. Cuts, abrasions or other injuries resulting from contact with the Climbing Wall;
5. My own negligent acts or the negligence of others who are involved with the Climbing Wall activity, whether employed by the University or not;
6. Failure or insufficiency of any of the climbing equipment, including but not limited to ropes, slings, harnesses, belay equipment, climbing hardware, anchor points, mats and cushions, or any other part of the Climbing Wall structure.

I understand that this list does not necessarily show all of the possible risks associated with the activity, and I agree that this list in no way limits the extent of this release and assumption of risk. I agree that this release relieves the University from any liability for my participation in this activity, whether the risks are known or unknown, anticipated or not. I further certify that I am in good health, and have no physical limitations which may adversely impact the safe participation in the activity by myself or others.

**I understand that participation in this activity is purely voluntary** and is not part of the academic curriculum of the University of Southern Mississippi; and, that this activity involves substantial risk of bodily injury and/or death, property damage and other damages associated with participation in such activity. With full knowledge of such risk, I hereby agree to assume such risks normally associated with participation in said activity, and relieve the University of any and all liability for such losses, injuries or death. I expressly understand and agree to be solely responsible for any costs arising out of any bodily injury or property damage sustained through participation in this activity. I understand that the University will not be responsible for any medical bills I incur as a result of participation in this activity.

I agree that the purpose and intent of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Mississippi law. I agree that if any portion of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect, and that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

*FOR MARRIED OR STUDENTS UNDER 18 ONLY\**

I understand that, as a married and/or student under 18, the signature of my spouse, parent or guardian is required in the space indicated below and that such signature signifies acceptance by said spouse, parent or guardian that the terms and conditions herein shall be binding upon them and shall constitute a release by them in the same manner and with the same force and efforts as above set forth in regard in participating in the said activity.

**YOU MUST READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. THIS RELEASES THE UNIVERSITY OF SOUTHERN MISSISSIPPI FROM ANY LIABILITY RESULTING FROM MY PARTICIPATION IN THE ABOVE DESCRIBED CAMPUS RECREATION SPONSORED PROGRAM.**

**BY SIGNING THIS DOCUMENT, I CERTIFY THAT NO OTHER REPRESENTATIONS HAVE BEEN MADE TO ME THAT CHANGE, ALTER, OR MODIFY ANYTHING WITHIN THIS WRITTEN AGREEMENT. I UNDERSTAND THAT THIS ACTIVITY CAN BE DANGEROUS. I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS.**

**USM ID#**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date of Birth**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Campus/Local Address**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Local Phone Number** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**E-mail address**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\**Spouse/Parent/Guardian Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Date*\_\_\_\_\_\_\_\_\_\_\_\_\_

\**Parents Name and Address*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\**Parents Phone Number*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contact Person**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Advisor/Coach/Staff:**

**Printed name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My signature affirms that I have covered the information with this individual.

**Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Paid\_\_\_\_\_\_\_\_\_\_**