



SUMMER CAMP PARTICIPANT WAIVER AND RELEASE OF CLAIMS

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THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THIS ENTIRE DOCUMENT 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 including death, however caused, arising out of your participation in this Cornell Outdoor Education or Cornell Camps and Clinics activity now or any time in the future.

WARNINGS: I am aware that this Cornell Outdoor Education (COE) activity has inherent risks. Among these risks is the risk of injury from participation in physical activity including but not limited to:

- Slips, trips, and falls from traversing uneven terrain
- Contact with physical objects such as tree limbs, rocks, holes, and fences
- Contact with/being bitten or stung by animals such as insects, spiders, and reptiles
- Insect-borne and Water-borne diseases
- Musculoskeletal injuries including broken bones, dislocations, sprains and strains
- Bruises, cuts, and blisters to the face, body, and appendages
- Failure of climbing ropes, anchor lines, anchoring points, climbing structures and equipment
- Drowning
- Extreme weather conditions, including sun, rain, snow, wind, and lightning
- Hypothermia, hyperthermia, dehydration
- Motor vehicle accidents

AGREEMENT TO ASSUME RISKS: By signing below, I acknowledge and agree that these are inherent risks of the activity and that I understand I will be exposed to each of these risks and other risks of injury or death by choosing to participate in this COE activity. I acknowledge and agree that my participation is voluntary, and that if I believe any activity is unsafe for any reason, including the degree of skill required and my proficiency with that skill, I will immediately discontinue my participation in the activity. I further acknowledge and agree that I am voluntarily assuming all the inherent risks of participation.

WAIVER/RELEASE OF CLAIMS: I agree, on behalf of myself, my assigns, executors, and heirs, to waive all claims and release, indemnify, and hold harmless Cornell University, its trustees, officers, employees, and agents from any and all liability, damage, or claim of any kind arising out of or in any way related to my participation in this COE activity, other than those claims arising solely from gross negligence of Cornell University, its officers, trustees, or employees. This waiver and release shall include, but is not limited to, damages and claims on account of personal injury, property damage, death, or accident of any kind in any way related to my participation in, or transportation to or from this COE activity, and any act or omission of a third party that impacts my participation in, or separation from, or transportation to or from this COE activity. In the case of voluntary separation or expulsion from the activity I understand that I will be responsible for all expenses related to such separation.

I understand that neither Cornell University, nor the COE program, provides any accident or medical insurance and that I am required to provide my own accident and medical insurance. I hereby agree that I am financially responsible for all such expenses. I understand that neither Cornell University, nor COE, provides any private vehicle

insurance and that I am required to provide my own private vehicle insurance should I elect to use my own vehicle for transportation to or from a COE activity. In the event of accident or injury in my private vehicle, or any other private vehicle in which I may ride to or from this COE activity, I agree to the same terms outlined above.

I understand that all participants are subject to Cornell University regulations including the Campus Code of Conduct, COE policies, laws of the United States, and the laws of New York State. In the event of violation of these, or behavior that is considered by COE to be detrimental to me as a participant, other participants, or the COE program, COE shall have the right to dismiss me from the course while retaining all payments. This Waiver and Release of Claims shall be governed by the laws of the State of New York, without consideration of its conflicts of laws principles, and any dispute about the terms shall be brought in a court of competent jurisdiction in the State of New York with venue in Tompkins County.

I hereby certify that I am physically fit and able to participate in this activity.

I certify that I am of lawful age and legally competent to sign this Waiver and Release of Claims. If a minor, I understand this form needs to be signed by my parent or legal guardian. I understand the terms herein are contractual.

I have read and fully understand the above warnings and agreement to assume risks, as well as the waiver/release of claims. I have signed this document of my own free will, and agree to the terms outlined herein.

_____ Participant's Signature	_____ Participant's Name <i>(printed clearly)</i>	_____ Cornell ID# <i>(if applicable)</i>
_____ Participant's Date of Birth	_____ Participant's Age	_____ Net ID
_____ Parent/Legal Guardian Signature <i>(if participant is under 18 years old)</i>	_____ Parent/Legal Guardian Name <i>(printed clearly)</i>	_____ Today's Date



LINDSETH CLIMBING CENTER NOYES CLIMBING WALL

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 Center 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 Center 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, holds, 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 *Climber's Name (printed clearly)*

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.

I am a minor (under the age of 18), and I acknowledge that my legal guardian must sign this form on my behalf.
(Please check if this applies)

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 each line)*

- 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 Climbing Center Wall:

- 1. Climbers above the posted bouldering limit must be roped and belayed through a tube-style belay device, or Gri-Gri. Roped climbers and belayers must wear harnesses.
- 2. Climbers must pass belay proficiency tests in order to lead belay or top-rope belay other climbers. Climbers will be issued a tag indicating their status as a Lead or Top-Rope certified belayer.
- 3. Belayers must adhere to the Climbing Walls belay procedures as outlined in the Lindseth Climbing Center Belaying Policies posted at the Lindseth Climbing Center Wall.

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.

Signature (Climber /Parent/Guardian)

Climber's Name (printed clearly)

Today's Date

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

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.

Witness MUST verify all grey boxes have been filled

Witness Signature

Witness Name (printed clearly)

Today's Date

FOR COE USE ONLY: Entered into RecTrac by _____