BOISE STATE UNIVERSITY – CLIMBING PROGRAM
ACKNOWLEDGMENT, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

THIS DOCUMENT HAS LEGAL SIGNIFICANCE. PLEASE READ IT CAREFULLY.

Boise State University’s Outdoor Program offers members of the Boise State community the opportunity to participate in educational and recreational classes, workshops, camps and seminars that use the climbing gym to heighten and enhance the learning experiences that can occur through climbing related activities. Although Boise State University’s Outdoor Program takes reasonable steps to provide you with appropriate equipment and skilled leaders so you can enjoy an activity for which you may not be skilled, we wish to remind you: this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the experience. The same elements that contribute to the unique character of this experience can be loss or damage to your equipment, accidental injury, illness or even death. We do not want to frighten you or reduce your enthusiasm toward this activity, but we do think that it is important for you to be informed of the inherent risks associated with outdoor experiences.

I understand that the risks include, by way of example and not limitation, the following: Accidents may occur while: being transported to and from the activity sites, climbing roped and unroped, observing other climbers, falling off the wall and onto the floor below, failed rescue or evacuation attempts; due to faulty equipment and the actions of others. Accidents may produce death, serious neck or spinal injuries which may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular-skeletal system and serious injury or impairments to other aspects of my body, general health and mental and emotional well being. I also understand that if I furnish my own climbing equipment such as belay devices, carabiners, harnesses and ropes that such equipment will be in a safe condition for my own and others use. I FULLY REALIZE THE DANGERS ASSOCIATED WITH MY USE OF THE CLIMBING GYM AND VOLUNTARILY ASSUME ALL OF THE RISKS ASSOCIATED WITH SUCH PARTICIPATION.

Initial __________________

In consideration of the acceptance of my participation in a Boise State University Outdoor Program recreational outing, trip, workshop, activity, or service project, I hereby agree to and make the following contractual representations and agreements. I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the activity. With these demands in mind, I have no physical or mental condition, to my knowledge, that would endanger myself or others if I participate in the program. I agree to abide by any University or Outdoor Program rules and regulations, INCLUDING NO ALCOHOL, TOBACCO, OR ILLEGAL DRUGS WHILE PARTICIPATING IN THIS PROGRAM.

Initial __________________

I understand and agree that situations may arise during the recreational outing, trip, class, workshop, activity, or service which may be beyond the control and scope of knowledge of the program leaders or participants. I RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS the State of Idaho, Boise State University, Campus Recreation, Outdoor Program and each of their officers, agents, and employees including, without limitation, program directors, staff, paid and volunteer leaders, and other program participants, from any and all loss, damage, injury, cost, liability, and expense whatsoever arising from or in connection with my participation in the recreational outing, trip, class, workshop, activity or service identified or contemplated herein.

I understand and agree that this agreement shall be governed by the laws of the State of Idaho; that jurisdiction for any legal action arising in connection with my participation, and/or, under this agreement, shall lie in the District Courts of the State of Idaho; and that the Fourth Judicial District of the State of Idaho in and for the County of Ada shall be an appropriate venue for the handling of such action.

Initial __________________
I agree that I shall be primarily responsible for payment of any losses or expenses incurred by me or my dependents in connection with my participation in the recreational outing, trip, class, workshop, activity, or service identified or contemplated herein, whether by virtue of my own negligence or otherwise. I agree that I shall obtain and/or maintain personal insurance coverage in amounts I deem appropriate for myself and/or my dependents, within my independent judgment and discretion, sufficient to protect me and my dependents against any such losses or expenses, whether the result of personal injury, death, disability, loss or injury to property, personal negligence, or otherwise. I acknowledge that Boise State University has assumed no duty to advise me as to what insurance coverage, if any, might be necessary, advisable, or appropriate for me or my dependents, and that I have not relied in any way upon Boise State University, its officers, agents, or employees in making such determinations for myself or my dependents.

Initial

I agree to be responsible for my own actions and conduct in connection with my participation in the recreational outing, trip, class, workshop, activity, or service identified or contemplated herein. I further agree to indemnify Boise State University and the State of Idaho for any and all losses, claims, actions, judgments, costs, damages, and liabilities incurred by Boise State University and/or the State of Idaho by virtue of my own willful or tortuous conduct in connection with such participation.

Initial

I consent to the administration of medical treatment which may be required as determined by any employee or agent of Boise University. I further release any person who procures or renders such medical services from and against any and all liability which arise out of or be attributable to the requesting of or performance of such medical services.

Initial

I hereby agree to permit Boise State University Campus Recreation Outdoor Program employees, agents, and other guests to take photographs and make film records of the trip without further recourse. I understand and agree that such photographs and/or film used for commercial and/or promotional purposes.

Initial

I HAVE CAREFULLY READ THIS FORM AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT THE BOISE UNIVERSITY CAMPUS RECREATION OUTDOOR PROGRAM RESERVES THE RIGHT TO DISMISS ME FROM THE PROGRAM DUE TO INAPPROPRIATE BEHAVIOR, LACK OF REQUIRED EQUIPMENT, OR ANY OTHER REASON, WITHIN ITS DISCRETION, THAT MAY JEOPARDIZE THE SAFETY OF THE PROGRAM. I AM AWARE THIS IS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AN ASSUMPTION OF RISK, AN AGREEMENT NOT TO SUE AND A CONTRACT BETWEEN MYSELF AND BOISE STATE UNIVERSITY, AND HEREBY SIGN THIS AGREEMENT OF MY OWN FREE WILL. I AGREE THAT, SHOULD ANY COURT OF COMPETENT JURISDICTION DETERMINE THAT ANY PROVISION OF THIS AGREEMENT IS INVALID, ILLEGAL, IMPRACTICABLE, OR UNENFORCEABLE, THAT PORTION SHALL BE DEEMED SEVERED FROM THE REST, AND THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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<th>Participant's Signature:</th>
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<td>Participant's Name (printed):</td>
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