

Assumption of Risk, Waiver, and Release from Liability

The University of Missouri-St. Louis – Student Recreation & Wellness Center

1 University BLVD., St Louis, MO 63121

In consideration of the use of the property, facilities, services, and/or programs of The University of Missouri - St. Louis's Student Recreation & Wellness Center and management by the Department of Campus Recreation/Centers, LLC, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by the Department of Campus Recreation/Centers, LLC at The University of Missouri - St. Louis and participation in Campus Recreation programs (Intramural, Informal, Instructional, Group Fitness, Club Sports, Weight and Cardiovascular Training and any other programs and services sponsored by the Department of Campus Recreation and/or non-sponsored activities occurring in the building) involves risk including, but not limited to the following: Risk of property damage, bodily injury, including but not limited to permanent disability, paralysis and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
2. **ASSUMPTION OF THE RISK.** The undersigned voluntarily assumes all the risks that may arise out of or result from the use of the equipment or facilities, services, and/or programs of the Student Wellness Recreation & Center including those risks described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all rules and regulations of the Student Recreation & Wellness Center and The University of Missouri - St. Louis. The undersigned acknowledges that the policies and procedures may be amended at any time in the future with or without notice, and that it is the undersigned's responsibility to periodically review the then-currently published policies and procedures and abide by them. The Campus Recreation/Centers, LLC staff reserves the right to revoke or terminate the undersigned's privileges for any violations of the rules and regulations of the Student Recreation & Wellness Center and of The University of Missouri - St. Louis or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of the Student Recreation & Wellness Center.
4. **PREREQUISITE SKILLS.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical and mental ability necessary to properly and safely use the equipment, facilities, and to participate in any Campus Recreation activities. The undersigned agrees that if they have questions or want guidance pertaining to the skills, qualifications, physical and mental abilities necessary to properly and safely use the equipment, facilities, and to participate in Campus Recreation activities, they will request direction from Campus Recreation staff.
5. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
6. **INDEMNIFY AND DEFEND.** The undersigned hereby releases, waives, indemnifies and holds The Curators of the University of Missouri, The Department of Campus Recreation and CENTERS, LLC and all aforementioned officers, trustees, directors, employees, and agents (hereinafter jointly referred to as "indemnitee") harmless from any and all claims, causes of action, suits, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's use of the property, facilities, services, and/or programs of the Student Recreation & Wellness Center.
7. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
8. **CONSENT FOR EMERGENCY TREATMENT.** The undersigned, as a participant in the subject activity, hereby consent to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
9. **INSURANCE.** The undersigned understands that neither The University of Missouri - St. Louis, nor the Department of Campus Recreation, nor Centers, LLC carries participant insurance and that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities, services, and/or programs of the Student Recreation & Wellness Center. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
10. **JURISDICTION.** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Missouri. The parties agree to venue in the Circuit Court of St. Louis County, Missouri.
11. **PAY.** The undersigned agrees to pay for any and all damages, including attorney fees and collection costs, to any property or indemnitee caused by the undersigned negligently, willfully or otherwise. The undersigned also agrees to pay any applicable early termination fee if s/he cancels their membership prior to the end of a contract term for all applicable membership types.
12. **SEVERABILITY.** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
13. **MEDIA:** The University of Missouri - St. Louis (hereinafter "UMSL") produces informative materials in various media formats for use as educational materials for the general public in the areas of research, patient care, and other areas of interest (including the Student Recreation & Wellness Center). To accomplish this important goal of UMSL, UMSL requests persons to authorize it to utilize their name, likeness, voice, and/or performance, whether by motion picture, photograph, or quoted statements. In the interest of furthering the above purpose, the undersigned knowingly and willingly agrees to be bound by this authorization and release and agrees to the UMSL Media Relations Policies.

ACKNOWLEDGMENT. The undersigned has read and fully understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily

Printed Name: _____ Signature: _____ Date: _____

Consent and Release on Behalf of Minor (If above is a minor)

I am the parent or legal guardian of the above named minor. I have read and understand the agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the agreement. I also give my consent to the participation in the activity of the minor.

Printed Name: _____ Signature: _____ Date: _____

**UMSL CAMPUS RECREATION
CLIMBING CENTER ACKNOWLEDGMENT OF RISK AND RELEASE**

ROCK CLIMBING/RAPELLING: There are significant elements of risk in any activities at the climbing/bouldering wall. It is not always within the power of the CENTERS, LLC, staff to protect all participants at all times from the hazards of rock climbing and/or bouldering. The risk involved in indoor climbing includes known and unknown dangers such as loss of or damage to equipment, accidental injury, permanent trauma, or loss of life.

Acknowledgment of Risk: I hereby acknowledge and agree that the use of the UMSL Campus Recreation Climbing Center, managed by CENTERS, LLC, has inherent risks. I have full knowledge of the nature and extent of all risks associated with wall climbing, including but not limited to:

- Injury from falling from high elevations (up to 35 feet) and impacting against the wall or landing surface.
- Injury in the form of cuts, bruises, abrasions, muscle, tendon strain, and rope burns.
- Injury from equipment or other debris falling from above the climber and belayer.
- Injury from choosing not to wear a helmet. I understand that helmets are provided at no additional charge, and by choosing not to wear a helmet, I am exposing myself to an increased risk.
- Injury from choosing to wear my personal harness. I understand that by using my personal harness that I am responsible for inspecting the harness and monitoring its upkeep.
- Failure to follow the above safety policies and procedures and/or follow directions from wall staff.
- The presence, actions or falls of other participants.
- Misuse of equipment or facilities in the climbing area
- Injury caused by belayer (climbing partner) negligence. I understand that it is important that I choose my climbing partner carefully, and that I am responsible in verifying their wall certification and skill level.
- Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of accident.
- Slips, trips, falls or painful crashes while using the facilities or equipment in the climbing area.

I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death.

Assumption of Risk and Responsibility: In recognition of the inherent risks of the above activity and in consideration of my use of the UMSL Campus Recreation Climbing Center, I the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns hereby do release The Curators of the University of Missouri, and CENTERS, LLC, and their respective agents, officers, employees, participants, volunteers, and all other persons or entities acting in any capacity on its behalf from any cause of action, claims, or demands of any nature related to my use of the climbing wall, including injury or damage due to the negligence of UMSL Campus Recreation and its employees, as follows:

1. I acknowledge that rock climbing/rappelling entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I hereby certify that I have full knowledge of the nature of risks of the climbing wall and further understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. Should CENTERS, LLC, The Curators of the University of Missouri, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold such harmless for all fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause to suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am in good health, and that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

Helmet Disclosure: *I understand helmets are provided at no charge, and it is my responsibility to request one. I understand if I choose not to utilize a helmet, I accept personal responsibility for injuries that may occur as a result.*

I certify that I have fully read and understood the forgoing policies and procedures, acknowledgment of risks, and assumption of risk and responsibility. I agree to abide by the policies and procedures listed above and follow all directions of the climbing wall staff. I further understand that the terms of this agreement are legally binding.

Participant Name _____

(Please Print)

Signature _____

(*Parent or Guardian must sign for participant if under 18)

Date _____

*By signing for participant, I am stating that I am the parent or legal guardian of the above named minor. I have read and understand the agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the agreement. I also give my consent to the participation in the activity of the minor. ***Parent needs to be present unless it is an organized group event arranged through UMSL Campus Recreation.**

STAFF ONLY

Climbing Center Profile

Date: _____

Staff Member: _____