I hereby acknowledge and agree that the sport of rock climbing and the use of the climbing wall have inherent risks. I have full knowledge of the nature and extent of all the risks, including but not limited to the following:

1. All manner of injury resulting from falling off the climbing wall and hitting the floor or hitting rock faces and projects whether permanently or temporarily in place.
2. Rope abrasion, injuries caused by entanglement, and other injuries resulting from climbing activities, such as, but not limited to, climbing, belaying, rappelling, lowering on the on the rope, rescue systems, and any other rope techniques.
3. Injuries resulting from falling climbers or dropping items, such as, but not limited to, ropes or climbing hardware.
4. Cuts and abrasions resulting from skin contact with the wall or rock.
5. Failure of the rope, slings, harnesses, climbing hardware, anchor points, or any part of the wall or rock face.

I further acknowledge that the above list is not inclusive of all possible risks associated with climbing and that the above list is no way limits the extent or reach of this release and covenant not to sue.

_________ initial here after reading and agreeing to the above

I agree to follow all the rules associated with the climbing wall and BHSU climbing classes. I further agree to abide by any rules given by the rock climbing instructor or designated supervisors, including but not limited to the following:

1. I will agree to the conditions of this document in order to participate in climbing activities. If I am a minor, my guardian will also sign this agreement in order for me to climb.
2. **Bouldering:** I will not place my feet on holds above the bouldering line unless given specific exception by the climbing wall supervisor. I further understand that I may not boulder underneath a roped climber. (If I am a beginning youth, I may be required to have a spotter).
3. **Roped Climbing:** I will have the supervisor check my harness and tie-in to make sure it is safe. I will climb directly under the top rope, and not to the sides, which could result in a pendulum swing. I understand that a maximum of 5 climbers may be on the wall at any one time.
4. **Belaying:** I will not belay without a backup until I have passed a belay skills certification, and a belay card signed by the wall administrator or wall supervisors is placed on file.
5. **Care of Gear:** I will make sure the gear lasts by not walking on the ropes, by only wearing climbing shoes for climbing and taking them off between climbs, by putting away gear neatly in their place after use.
6. **Knowledge:** I am aware that climbing on the wall or taking a beginning or intermediate climbing class does not provide all the necessary knowledge, skills and experience for climbing or bouldering outdoors.

_________ initial here after reading and agreeing to the above

Please see back of form for required state form…..
I, the undersigned, recognize that participating in wall climbing can be a dangerous activity involving many risks of injury. I also understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I have been offered the use of a protective helmet, which, in the event of an accident, could prevent permanent brain damage. Against the advice of campus wall staff, I am refusing this critical safety precaution for the climbing wall. I understand that use of a helmet is required for outdoors, for both the climber and anyone in the fall zone beneath a climber. I understand that all youth ages 12 and under are required to wear a helmet when climbing, even on the wall.

_________ initial here after reading and agreeing to the above

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in both indoor rock wall and outdoor rock climbing activities. My signature further documents my agreement to all the information on the other side of this form.

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name ________________________________ Date of Birth ______________
Signature ______________________________ Address________________________
Date__________________________________

For Minors: Guardian’s Name________________________ Date of
Birth____________________
Signature ______________________________ Address ______________________
Date__________________________________

EXHIBIT G; 9-7; 07/2003