



**Waiver, Release and Indemnity Agreement**

NOTICE - By signing this agreement you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death, however caused arising out of your use of the Outback Climbing Center now or any time in the future.

**Acknowledgment of Risk**

I hereby acknowledge and agree that the sport of rockclimbing and the use of the Outback Climbing Center located in the Canyonview Pool Complex (hereinafter referred to as the climbing wall) has inherent risks. I have full knowledge of the nature and extent of all the risks associated with rockclimbing and the use of the climbing wall, including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and impacting against rock faces and projections, whether permanently or temporarily in place, or the floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems (including failed rescue attempts) and any other rope techniques.
3. Injuries resulting from falling climbers or dropped items, such as but not limited to ropes or climbing hardware.
4. Cuts and abrasions resulting from skin contact with the climbing wall.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall structure.

I further acknowledge that the above list is not inclusive of all possible risks and does not limit this release and covenant not to sue.

**Release, Indemnification and Covenant Not to Sue**

In consideration of my use of the climbing wall, I, \_\_\_\_\_, the undersigned hereby voluntarily release, waive, discharge and relinquish any and all actions or cause of action for personal injury, property damage or wrongful death occurring to me arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instructions may continue, and the Undersigned does for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against THE REGENTS OF THE UNIVERSITY OF CALIFORNIA or any of its officers, agents, servants, or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise. IT IS THE INTENTION OF (name) \_\_\_\_\_ BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE REGENTS OF THE UNIVERSITY OF CALIFORNIA he/she shall indemnify and save harmless the same THE REGENTS OF THE UNIVERSITY OF CALIFORNIA. From any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The Undersigned acknowledges that he/she has read the foregoing two paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in this activity and is fully aware of the legal consequences of signing the within instrument.

Signed:

\_\_\_\_\_  
Climbing Wall User's Signature

\_\_\_\_\_  
Climbing Wall User's Name (Print Clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
(Sign, print and date if user is under 18)

\_\_\_\_\_  
Date