

CAUTION: READ BEFORE SIGNING

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

In consideration of _____ (the "Participant"), being permitted to participate in
(name of participant)
any way in [Climbing on the Oberlin College Climbing Wall] ("the Activity"), I, _____,
the undersigned, for myself, my heirs, personal representatives and assigns, *(person executing this document)*

A. Do hereby release, waive, discharge and covenant not to sue Oberlin College and their respective board members, trustees, faculty, instructors, agents, advisors, employees, affiliates, members, volunteers, staff (including, without limitation, Climbing Wall staff) and representatives (collectively, the "Releasees") from any and all claims including, not by way of limitation, any claims arising from negligence of Releasees or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss arising from or relating in any way to participation in the Activity and/or travel before, during or after the Activity.

B. Acknowledge that the Activity may involve strenuous activities, exercise and climbing to heights on artificial surfaces, and certify that Participant is in good physical health for the purpose of participating in the Activity.

C. Acknowledge that participation in the Activity carries with it certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injury. These specific risks vary from one activity to another, but the risks include (1) minor injuries such as scratches, bruises and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, fractured or broken bones, heart attacks and concussions; and (3) catastrophic injuries including paralysis and death. Such risks may result from many factors including, but not limited to, falls from or contact with walls or equipment, bad decision making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may have become loose or damaged, or accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the Activity and agree that said list in no way limits the extent or reach of this Waiver of Liability, Assumption of Risk and Indemnity. I assert that my participation is voluntary and I knowingly assume all such risks.

D. Agree to indemnify and hold harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) Participant's participation in the Activity or (b) travel associated with the Activity or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, Participant or anyone claiming on Participant's behalf, to avoid the terms of this Waiver of Liability, Assumption of Risk and Indemnity.

The undersigned further expressly agrees that (1) this document and/or any action or claim relating to this document and/or the Activity shall be governed by the laws of the state of Ohio without regard to the laws of conflict of law thereof; (2) any action or claim relating to this document and/or the Activity shall be initiated and maintained in municipal or state court in Lorain County, Ohio or in United States District Court for the Northern District of Ohio; and (3) the foregoing Waiver, Assumption of Risk and Indemnity is intended to be as broad and as inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I have read this Waiver of Liability, Assumption of Risk and Indemnity, fully understand its terms, and understand that I am giving up substantial rights – including my right to sue. I know, understand and appreciate these and other risks that are inherent in the Activity. I expressly agree and assert that participation in the Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. I acknowledge that I am signing this Waiver of Liability, Assumption of Risk and Indemnity freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

Date: _____
Participant's Signature

Participant's Age (if minor): _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN, IF MINOR:

I hereby represent that I am the parent or guardian of the minor whose name appears above. I have read and consent and agree to the terms and provisions set forth in this Waiver of Liability, Assumption of Risk and Indemnity on behalf of myself and said minor.

Date: _____
Parent/Guardian of Minor