

## UNCW DISCOVER OUTDOOR PROGRAMS

### ACKNOWLEDGMENT AND ASSUMPTION OF RISK INDOOR ROCK CLIMBING WALL ACTIVITIES

I understand and accept that Artificial Wall Rock Climbing exposes me to numerous known and unanticipated risks which could result in personal injury, illness, death or damage to myself, or my property. Some of the risks or factors creating risk include, but are not limited to the following:

- ❖ Rock hazards including loose objects falling from above, climbing on unfamiliar, steep, and sometimes overhanging artificial rock faces
- ❖ Using harnesses, ropes, carabiners, and other rock climbing equipment
- ❖ Man-made objects falling from above including but not limited to ropes, carabiners, or other climbing gear
- ❖ The physical exertion associated with the climbing activity
- ❖ Other potential hazards associated with this activity not named

I agree to accept and assume all responsibility for and risk of personal injury, illness death or damage to myself, or my property arising from my participation in this artificial rock climbing wall activity. My participation is voluntary. I choose to participate in this rock climbing activity in spite of these named and unnamed risks. I am solely responsible for deciding to participate in this activity.

I understand my responsibility in decision-making. I agree to obey all Discover Outdoor Programs rules and regulations while participating in this rock climbing activity.

I have carefully read and understand this Acknowledgment and Assumption of Risk, I also understand that I will be asked to read carefully, understand and sign a separate Release of Liability.

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Participant's Signature

Printed Name

Date

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Parent or Guardian's Signature  
(if under 18 years of age)

Printed Name

Date

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### RELEASE OF LIABILITY

I hereby acknowledge that I have read the Acknowledgment of Risk and have agreed to its terms. I fully understand that there are certain elements of danger inherent in recreational activities, and that participating in a recreational activity could entail loss of life, personal injury, and loss of or damage to property.

I understand and agree that the terms "recreational activity" and "activity" as used herein encompass all aspects of the activity, including preliminary and subsequent matters such as, but not limited to getting outfitted for the activity, maintaining, repairing, loading and unloading boats, equipment or gear, and travel to and from the place of activity.

In consideration of Discover Outdoor Programs, furnishing services to enable me to participate in this activity, I hereby voluntarily release and forever discharge the University of North Carolina at Wilmington (UNCW) Discover Outdoor Programs and its officers, agents and employees from any and all liability or claims for any injury, illness, death, or damage to myself or my property arising out of or in any way connected with my participation in this activity. This release and discharge specifically includes, but is not limited to, liability or claims based upon the ordinary negligent acts or omissions of Discover Outdoor Programs or its officers, agents or employees.

I further agree, promise and covenant not to sue, assert or otherwise maintain any claim against Discover Outdoor Programs or its officers, agents or employees, for any injury, illness, death or damage to myself or my property arising from or in any way connected with my participation in this activity.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in this activity, I will have no right to make a claim or file a lawsuit against UNCW, Discover Outdoor Programs, Campus Recreation or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage, unless that negligence is gross or willful negligence.

I hereby grant UNCW Discover Outdoor Programs the right to use, for promotional purposes only, any photographs taken by them of me during my participation in their recreational activities.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL.

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Participant's Signature

Printed Name

Date

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Parent or Guardian's Signature  
(if under 18 years of age)

Printed Name

Date