



Potsdam
THE STATE UNIVERSITY OF NEW YORK

SUNY POTSDAM LEADERSHIP AND CHALLENGE CENTER, MAXCY HALL

IMPORTANT: THIS IS A LEGAL DOCUMENT

**Please read and understand this document before signing.
If you have any questions please ask us or consult an attorney.**

SUNY POTSDAM has tried to assure our guests a rewarding experience. We wish to inform our guests that climbing walls and rope or challenge courses are not risk free. The same elements that contribute to the unique character, fun, and educational value of climbing walls and ropes or challenge courses such as the physical exertion or the risk, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

Climbing walls and ropes courses, like many recreation activities, are hazardous. The obvious accidents that occur in climbing/ropes courses are falls while climbing. Whenever you fall you may fall only a few feet or all the way to the ground. As you fall you may hit objects or the wall/ropes course that are in your path. If the rope catches your fall the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height. Also, participants may experience exhaustion or tiredness from the course or climbing. A large amount of physical exertion will be required.

In addition to the hazards of falling, you may be hit by objects falling off the wall/ropes course. Holds, climbing equipment and even people may fall and hit you as you are standing at the base or while climbing.

Participants will wear a harness and tie into ropes or cables. This system is designed as a safety system. However, a slip/fall in a harness can be painful. Participants may experience a jolt and a tightening of the harness. Sitting or hanging in a harness for a period of time may be uncomfortable. Participants may experience rope burns or cuts from the ropes, cables, logs, etc., traveling through the hands or over parts of the body.

Equipment may fail. Climbing/ropes equipment is tested before use, however the extreme conditions of the environment in which climbing/ropes equipment is used in conjunction with the damages caused by the wall/ropes course can cause climbing/ropes equipment to fail. Improper use of the equipment, or not properly tying in will result in injury. The climbing hold may spin or break. As you climb you may pull out protection from the wall or it may become unclipped.

The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial, and/or total paralysis, death or other ailments that could cause serious disability. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while climbing. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or are not physically able to undertake the activity.

You need to understand that your involvement and participation in this activity is voluntary. You have the right and you must notify us if you do not want to participate in any or all of the activities. Do not allow your friends or other participants to influence your decision to participate or not participate. If at any time you are unsure, frightened, or unable to proceed please notify us at once and we will assist you in coming off the wall/ropes course.

Remember! This is a voluntary activity and it is your decision to participate or not.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children and myself are fully capable of participating in a climbing program, I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant or bystander(s), or the negligence of **SUNY Potsdam**. I also understand that **SUNY Potsdam** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in climbing center activities. My family and I are in good physical condition and able to undertake this activity.

I agree to indemnify and hold harmless **SUNY Potsdam** their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue **SUNY Potsdam**, their agents and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of **SUNY Potsdam** or my family, myself, or my heirs, against **SUNY Potsdam** arising out of participation in this program. In short, I cannot sue **SUNY Potsdam** and if I do I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be **NEW YORK** and governed by **NEW YORK** law. The terms of this agreement shall continue and be in effect after climbing center activities have ended.

As liquidated damages, I hereby agree that if **SUNY Potsdam** is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay **SUNY Potsdam** costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

I authorize and release to **SUNY Potsdam** the use of my image in any photograph, video, or recording for any purpose of **SUNY Potsdam**.

I have adequate health, disability and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified guide, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "Aids" status, in the possession of **SUNY Potsdam** to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against **SUNY Potsdam** or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including my HIV or "Aids" status. A copy of this release can be used as if it was an original.

I HAVE READ AND UNDERSTOOD THIS DOCUMENT/AGREEMENT

I, of my own free will, for my family, my minor children, my heirs, and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family. **INITIAL** _____

No one in my family or I have any medical condition that would prevent our participation in this activity.

I have a medical condition that could prevent my participation in this activity, which is _____

Date:
Participant Name:
Address:
Phone: [_____]
EMERGENCY CONTACT NAME + PHONE NUMBER:

PARTICIPANT SIGNATURE: _____

PARENT/GUARDIAN SIGNATURE (if under 18): _____