

**Idaho State University Campus Recreation
Bengal Claw Participant Agreement
(Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue)**

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT FOR YOURSELF OR A MINOR UNDER THE AGE OF 18, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR NEGLIGENTLY CAUSED INJURIES OR DEATH TO YOURSELF OR YOUR MINOR CHILD OR DAMAGE TO YOUR PROPERTY, ARISING OUT OF PARTICIPATION IN THE BENGAL CLAW, NOW OR AT ANYTIME IN THE FUTURE.

Acknowledgement of Risk: I (meaning an adult participant for him/herself OR a parent/guardian of a minor participant on behalf of the minor) understand and acknowledge that climbing on an artificial climbing wall entails inherent, known, and unanticipated risks which are voluntarily assumed. These risks include, but are not limited to: falling or swinging and striking the wall, the ground, or other people or objects; being struck by other climbers or objects; faulty and/or loose holds; human carelessness, error, or misjudgment; failure or improper use of the climbing structures, climbing equipment, or other related apparatuses; becoming entangled in the climbing equipment; abrasions from the wall, ropes, and/or floor; physical exertion; strains, sprains and broken bones; and other injuries which could occur and could result in emotional or physical injury, paralysis, death, or damage to property or third parties. I certify that the participant (myself or my minor child) has knowledge of the voluntarily assumed risks; is in good health; has no physical or mental limitations that would preclude safe participation; will wear proper clothing and protective equipment; and will abide by all the rules of the sport and of Campus Recreation.

Release/Covenant Not to Sue/Indemnification: To the fullest extent permitted by law, and in consideration for being allowed to participate, I, on behalf of myself, my minor child (if applicable), my heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold harmless, release, and covenant not to sue the State of Idaho, its State Board of Education, Idaho State University, USA Climbing and their respective officers, employees, volunteers, and agents (Released Parties) for any negligently caused injuries or losses arising from or related to the Bengal Claw. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by or caused by me or my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

Other: I acknowledge that insurance coverage for bodily injury and property damage, including automobile insurance, is my personal responsibility. I grant Idaho State University and USA Climbing the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child while participating in the Bengal Claw. I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility. If any part of this agreement is deemed unenforceable, the remainder shall continue in full force and effect. The venue of any dispute shall be in Bannock County, Idaho and shall be governed by Idaho law.

If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have read the terms and agree to them, and have the legal right to execute this document on behalf of the minor, and that this document, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.

Participant Name and age if a minor (printed)

Participant Signature

Date

Parent/Guardian Signature

Emergency Contact Name and Phone