

AGREEMENT FOR MINOR'S PARTICIPATION IN ENRICHMENT ACTIVITY

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, AGREEMENT TO RELEASE ALL CLAIMS AND AGREEMENT TO INDEMNIFY THE UNIVERSITY OF ALASKA

My child, (print name) _____, being _____ years of age, wants to participate in the UAF Climbing Program.

PLEASE READ CAREFULLY & SIGN BELOW

(Required for participation)

1. Inherent Risks - As my child's parent or legal guardian, I support my child's decision, and I want him or her to participate. My child and I understand and acknowledge that there are **known, unknown, and unanticipated risks and dangers that are qualities of these activities that cannot be eliminated**. These are often called "inherent risks" and will be referred to this way in this document. Some of the activities that my child may be participating in:

All participants must complete/sign a UAF climbing facility waiver before participating at the SRC indoor or outdoor climbing facilities. All participants must pass the UAF climbing wall safety orientation class and maintain a current UAF belay certification in order to utilize the UAF climbing facilities. Participants may utilize the UAF climbing facilities without passing the climbing wall safety orientation class and having a current UAF belay certification **ONLY** during a staffed event or rental where certified UAF Outdoor Adventures staff will be belaying. Climbing helmets must be worn while ice climbing, dry-tooling and rappelling at the outdoor climbing facility, and while dry-tooling at the indoor facility. Dry-tools must be tethered to the climber's harness tie-in points while dry-tooling at the indoor climbing facility. Personal dry-tools may not be used at the indoor wall, but are allowed at the outdoor wall.

Potential risks from climbing at the UAF climbing facilities on artificial rock surface include broken bones, dislocations, fractures, strains, sprains, rope burns, puncture wounds, lacerations, concussions, abrasions, muscle and tendon injuries, pinched skin, hair getting caught, and physical or emotional injury or death associated with using the climbing walls, surrounding environment, or failure to follow UAF climbing facilities and SRC rules. Additional injuries may include dehydration, fatigue, cramps, and physical or emotional injury or death associated with overexertion.

Falling objects: Injuries resulting from getting hit by falling objects (holds, shoes, helmet, bolts), impact injuries from being dropped or lowered quickly, injuries from UAF or personal equipment failure, bodily injuries resulting from poor or incorrect belaying.

Auto Belaying: Potential risk associated with using the auto-belay systems include all of the above as well as injuries resulting from descending onto another participant or object on the ground, injuries resulting from falling due to not clipping into the auto-belay carabiner, or clipping the carabiner into any point on the harness other than the belay loop.

Ice climbing and dry-tooling: Potential risks associated with ice climbing and dry-tooling include all of the above as well as head and eye injuries, broken teeth, and injuries resulting from being hit by falling objects (ice, ice tools/axes, boots, crampons, helmets).

2. Possible Harms - I understand that these "inherent risks" can result in "harms," which in this document means **damage to property or permanent or temporary physical, emotional, and mental injury to or death or disability of my child or me**.

3. Investigate Risks - I agree that it is my responsibility to understand the risks in my child's participation in this activity. It is my responsibility to investigate the risks if I do not fully understand these risks.

4. Assumption of Risk - On behalf of my child and for myself, and after considering the "inherent risks" and "harms" that may result, I voluntarily assume all "inherent risks" that my child or I may encounter during participation in or transportation to, from or as a part of this activity, and we agree to be financially responsible for any "harms" that result

5. Negligence - I also recognize that while the University will not knowingly or intentionally cause or permit "harms" to occur, the same or similar "harms" such as those mentioned in paragraph 2 may be caused by the negligence or fault of University of Alaska employees, its agents or volunteers or by fellow participants.

6. Release - On behalf of my child and for myself, I further agree to release the University of Alaska, its Board of Regents, officers, agents, and employees (hereafter "**University**"), from all liability and claims of any kind, for any "harms" to my child or myself

arising from the negligence of University of Alaska employees, its agents or volunteers, or of fellow participants. This includes claims for loss, expense, damages, punitive damages or attorney fees, or loss of companionship or support of family.

7. Indemnity and Hold Harmless - On behalf of my child and for myself, I agree to indemnify and hold the "University" harmless if I or my child or anyone else brings claims against the "University" to recover damages of any kind for "harms" to my child or me **arising from the negligence of University of Alaska employees, volunteers or of fellow participants, or from our participation in, or transportation to, from or as a part of this activity.** This means that I will be responsible for attorney fees and expenses incurred by the "University" in its defense of claims and any damages awarded against the "University."

8. Other Providers - I understand that my assumption of risk, release and indemnification of the University apply regardless of whether this activity is operated, sponsored, or hosted in whole or in part by the University of Alaska or a third party.

9. Accommodations - I certify that my child is in good health and I know of no medical reason why my child is not able to participate.

10. Consent to Care - On my child's behalf and for myself, I consent to first aid, emergency medical care, and if necessary admission to a hospital for care and treatment for injuries or illness anytime during this activity.

11. Financial Responsibility - I understand that I am responsible for obtaining insurance and for any expenses that arise out of medical care. Upon my request and at my expense accident insurance may be available to my child through the University.

12. Compliance with Rules - I agree that my child and I will abide by all University policies, regulations, and procedures and by all local, state and federal laws. If my child or I fail to abide by these rules and laws, that may be a basis for denying or ending our participation in this activity.

13. Others Affected - I intend that this Agreement is and will be binding on my family, estate, heirs, successors, assigns, insurers, medical providers and personal representatives.

By my signature, I agree and represent that: I have entered into this Agreement on the basis of my own assessment of the risks involved and not in reliance upon representations of the University, its employees, officers or agents; I understand that I have the right to consult an attorney of my choice before signing this Agreement; I further understand that this Agreement contains our entire agreement, and that it cannot be modified except in a writing signed by me and the University; Alaska law applies to this Agreement and any dispute will be resolved in the state court located in Fairbanks, Alaska; If any part of this Agreement is found to be invalid or unenforceable for any reasons, the balance of the Agreement remains valid and enforceable; This a legally binding agreement designed to protect the "University" from claims that could be brought by myself or anyone else because of "harms" to my child or me.

Signature and Contact Information	
Participant's name (print name):	Date (print):
Email (print):	Phone (print):
Street (print):	State (print) :
City (print):	Zip (print):
Parent/Legal Guardian (print name):	Date (print):
Parent / Legal Guardian (Sign):	Date (print):
If different from Participant, Parent / Legal Guardian contact info	☐ Check if same as above
Email (print):	Phone (print):
Street (print):	State (print):
City (print):	Zip (print):

Model Release Portion (Optional)	
On behalf of my child (<u>print name of participant child</u>) _____ and for myself, I agree that University personnel may photograph, videotape or record my child or me in connection with this activity. I agree that the University will be the owner of all images and recordings and own all copyright in the images and recordings. The University may use these images and recordings for advertising or other media releases.	
Parent /Legal Guardian signature (sign):	Date (print):