

Waiver of Liability, Assumption of Risk and Indemnification Agreement for Use of Colorado School of Mines Student Recreation Center

(For students, faculty, staff and guests)

I, the undersigned person, (hereafter referred to as "Participant"), wish to access and use the Colorado School of Mines Recreation Center including all of its facilities (e.g., the pool, fitness areas/weight room, gymnasiums, and all portions of the climbing wall including the bouldering wall, top rope climbing and lead climbing), activities and programs (hereinafter "Facility").

In consideration of being permitted to access and use the Facility, I, for myself and on behalf of my heirs, personal representatives and assigns, agree to HOLD HARMLESS, RELEASE, INDEMNIFY, WAIVE, and FOREVER DISCHARGE, AND COVENANT NOT TO SUE the Colorado School of Mines, and its Board of Trustees, officers, directors, employees, agents, and representatives, from and against any and all liability, claims or demands for any and all damages, costs, expenses (including attorneys' fees), losses or injuries to persons or property, which arise out of, occur during, result from, or are in any way connected with my use of the Facility, even if the liability, claim, or demands arise, in whole or in part, out of the negligence or carelessness of the persons or entities mentioned above.

To the best of my knowledge, I am not aware of any physical disability or health-related reasons or problems that would preclude, hinder or restrict my use of the Facility. I am fully aware of the risks and hazards associated with participating in recreation and exercise activities and my use of the Facility, and I understand that certain, inherent risks cannot be eliminated regardless of the care taken to avoid injuries. **I understand that specific risks vary depending on the level and nature of the activity, and can range from minor personal injuries such as scratches, bruises, and sprains, to major injuries such as eye injuries, back or joint injuries, and injuries resulting from falls, or catastrophic injuries resulting in paralysis or death. Specific risks related to the climbing walls include the risk of rope burns, falling, contact with people, objects, the wall or ropes while falling, malfunction of clips, ropes, harnesses, carabineers, hardware, anchor points or other equipment, and climbing holds spinning or breaking, all of which may cause serious injury, paralysis or death.** I understand that my use of the Facility is purely voluntary, and notwithstanding the risk of injury to my person or property, I elect to use the Facility, and I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of my use of the Facility and participation in Facility activities and programs.

I have sufficient health insurance coverage to provide for and pay any medical expenses that may directly or indirectly result from my use of Facility and/or participation in Facility activities and programs. I understand that the Colorado School of Mines does not take responsibility for the payment of any such medical expenses, and that I am solely responsible for any medical expenses or costs arising out of any bodily injury or property damage sustained through or arising from my use of the Facility and participation in Facility activities and programs.

I hereby grant Colorado School of Mines permission to use my likeness in photograph(s)/video or audio recordings in perpetuity, in any and all of its publications and media (including the internet), now or in the future, controlled by Colorado School of Mines. I waive any right to inspect or approve the finished product, and I waive any right to compensation. I release, indemnify and hold harmless the Colorado School of Mines and its Board of Trustees, officers, directors, employees, agents and representatives from any claims, damages, or liability arising from or related to the use of the photograph(s)/video/ or audio recordings.

I understand that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and that if any portion hereof is held invalid, it is agreed that the remaining terms shall continue in full legal force and effect. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to the State of Colorado, Colorado School of Mines, its Board of Trustees, officers, directors, employees, agents and representatives under the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, *et seq.*

If employed by Colorado School of Mines, and unless my specific job duties state otherwise, I understand and agree that my use of the Facility and/or participation in Facility activities and programs is strictly voluntary and is

not within the course and scope of my employment with Colorado School of Mines. Therefore, any injury I sustain while using the Facility or participating in Facility activities and programs will not be covered under Colorado School of Mines Workers' Compensation program.

By my signature below, I acknowledge and represent that I have carefully read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT in its entirety, fully understand and accept its terms, and sign it voluntarily of my own free will.

I further state that I am at least eighteen (18) years of age and am fully competent to sign this agreement.

Participant's Name (*Print*)

Participant's CWID#

Participant's Signature

Date

(If Participant is under the age of 18, legal Guardian's signature is required)

I, am the legal guardian of Participant _____ . I acknowledge and represent that I have carefully read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT in its entirety, fully understand and accept its terms, and sign it voluntarily of my own free will.

Guardian's Name (*Print*)

Participant's CWID#

Guardian's Signature

Date