

**Ramapo College of New Jersey – Athletics**  
**Statement of Risks, Assumption of Risks and Responsibilities and Release of Liability**  
**Indoor Rock Climbing and/or Use of Fitness or Exercise Equipment**  
**Please Read Carefully and Initial Where Indicated**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** If any aspect of this agreement requires clarification, have a Ramapo College of New Jersey’s Department of Athletics (Athletics) employee fully explain, before signing. In signing this agreement, I am waiving the right to bring to court any action to recover compensation or obtain any other remedy for personal injuries, damage to property for any accident of any kind, arising out of use of the indoor climbing wall and/or participation in any rock-climbing program, and/or use of any weight and fitness training regiments or equipment (referred to herein as “activities”).

In consideration of my being permitted by Ramapo College of New Jersey’s Department of Athletics (Athletics) to climb on the indoor climbing wall and/or participate in any rock-climbing program, and/or use any weight and fitness training regiments or equipment (referred to herein as “activities”), I agree to the following waiver and release and I make the following representations:

**I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN THE ACTIVITIES:** I realize that these risks include, but are not limited to: slips, trips, falls or painful crashes while using the facilities or equipment, falls from or contact with walls and equipment, inattention of or mistakes made by belayers or actions of other climbers, misuse or failure of equipment, loose or damaged holds, my physical strength, coordination, sense of balance, and ability to follow directions while climbing, belaying, or working out, fatigue, chills and/or dizziness, which may diminish reaction-time and increase the risk of accident, abrasion from or entanglement with ropes or equipment, cuts and abrasions resulting from contact with the facility or equipment, the negligence of other participants, visitors or persons who may be present and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facility, and/or the equipment and I agree that the above list in no way limits the extent or reach of this release. \_\_\_\_\_ (initial)

**I VOLUNTARILY AGREE TO ASSUME ALL THE RISKS OF PERSONAL INJURY:** These include paralysis and death, which may occur while I am in the facility, using the equipment, climbing on the rock wall at any time, whether or not under the supervision of Athletics personnel. I acknowledge that my safety is my personal responsibility, and that my safety depends upon my alertness and my use of good judgment. I understand that I can reduce risks by paying careful attention to the environment, to my physical and emotional state, the condition of all safety related clothing and equipment, and by participating only in those activities that are well within my mental and physical capabilities. I acknowledge that I am in good health and have no physical limitations which would affect my safe use of the facilities. \_\_\_\_\_ (initial)

I agree to pay attention to the physical condition of any ropes, anchors and other equipment that I may use, and to advise staff members if I do any damage to any item of equipment, or if I notice any damage. I acknowledge that I have read any and all posted rules and I agree to abide by these rules and any future rules. If a staff member makes a specific request of or instruction to me, I agree to comply. Failure to follow or abide by anything contained in this agreement may result in immediate and permanent cessation of my access to, or use of the facility. I understand that a high level of skill, judgment and decision-making is necessary to climb safely in an indoor setting. \_\_\_\_\_ (initial)

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while in the facility or participating or viewing an activity. I either have appropriate medical and accident insurance, or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I agree that any film or photographs of me as a participant or observer become your property and may be used for promotion or commercial purposes. \_\_\_\_\_ (initial)

**RELEASE:** I agree to release, indemnify and hold harmless all persons at Ramapo College of New Jersey, its principals, officers, agents, employees and volunteers from any cause of action, claims or demands whatsoever. This agreement is binding even if the released persons have contributed to injuries through their individual or collective negligence. This agreement is binding on myself, the below named youth, heirs, next of kin, assigns and personal representatives. \_\_\_\_\_ (initial)

I agree to be bound by the policies of Ramapo College of New Jersey for: Smoking; Workplace Violence; Drug-Free Workplace; and Discrimination, Harassment, or Hostile Environments in the Workplace available at [www.ramapo.edu/resources/humanresources/policies/index.html](http://www.ramapo.edu/resources/humanresources/policies/index.html). \_\_\_\_\_ (initial)

This agreement shall be construed under the laws of the State of New Jersey (NJSA 59:1-1 et seq.), and brought in the courts in the State of New Jersey.

**BY MY SIGNATURE BELOW I WARRANT THAT:** I have read and understood the foregoing acknowledgment of risk, assumption of risk and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights.

NAME OF PARTICIPANT (Print neatly): \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

IN AN EMERGENCY NOTIFY: \_\_\_\_\_

PHONE # \_\_\_\_\_

**NOTE: IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST INITIAL THE ABOVE CLAUSES AND SIGN BELOW.**

NAME OF PARENT  
OR GUARDIAN (Print neatly): \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_