

UNIVERSITY OF MAINE SYSTEM
UNIVERSITY OF MAINE AT PRESQUE ISLE
GENTILE HALL
RELEASE AND ASSUMPTION OF RISK

I, _____, of _____
(Name) (Address)

being _____ years of age (having been born on _____), acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to engage in activities and use of the Gentile Hall Rock Wall, (“the GHRW”) and in consideration of being permitted to use the GHRW, do voluntarily execute this “Release and Assumption of Risk” on behalf of my self, my heirs and next-of-kin, my personal representatives and my estate.
2. That I have been fully informed of the nature, scope and demands of use of the GHRW, and I understand that such use may include activities which could be dangerous to me and other participants and which could cause property damage, bodily injury and/or death. ***See below for specific risks and dangers of the GHRW**
3. That the University of Maine System and its University of Maine at Presque Isle (hereinafter referred to as the “University”) has informed me that there may be dangers and hazards in inherent to participants at the GHRW because of the activities involved, and that I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer or cause to others, and for all damages or loss to any personal property owned by me or damaged by me, while I am participating at the GHRW and during all travel and transportation, and in furtherance thereof I agree to indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my personal property, my personal injury or death, or the bodily injury, death or damage to personal property of others caused by me, which occur or result directly or indirectly from my participation at and the use of the GHRW, **INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, DAMAGES, DEMANDS ACTIONS OR CAUSE OF ACTION RESULTING FROM THE NEGLIGENCE OF THE UNIVERSITY, ITS TRUSTEES, FACULTY, AGENTS, EMPLOYEES OR VOLUNTEERS.**
4. I understand that before I start any exercise program, I should consult with a physician. I declare that I am able to physically withstand and cope with the indicated rigors of the activities at the GHRW with or without a reasonable accommodation. If an accommodation is needed, I will contact Gentile Hall staff.
5. This “Release and Assumption of Risk” shall be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect. I declare that I completely understand and have fully informed myself of the terms and conditions of this “Release and Assumption of Risk” by having read it, or having it read to me, before signing and I intend to be fully bound thereby. This “Release and Assumption of Risk” shall remain in effect from the date hereof and everyday that I participate at the GHRW. Assented and agreed to on the _____ day of _____, 20____.

In consideration for my use of GHRW, I acknowledge that I have read and agree to abide by the posted GHRW safety policies.
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_____ Signature of Participant

I, _____, the parent or legal guardian of _____, agree, in consideration of my child being permitted to participate at the GHRW, to be bound by the terms of this “Release and Assumption of Risk” and hereby indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, in the same manner and with the same force and effect as set forth in section 3 above with regard to my child participating at the GHRW.

Parent or Guardian Signature
(if participant under the age of 18 years)

* Such dangers, hazards and risks of this activity may include, but are not limited to injuries inflicted by the following: Abrasions, entanglements, and other injuries resulting from activities within the GHRW including but not limited to climbing, rappelling, ascending, descending, bouldering, and any other rope or climbing techniques or maneuvers – injuries resulting from falling or dropped items including to but not limited to rope, climbing equipment, climbing holds/hardware, chalk, chalk bags, personal items, and other climbers – cuts, abrasions, and burns resulting from contact with the climbing wall, bouldering wall, the floor, ropes, and/or other people – failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall, bouldering wall, or GHRW area – injuries caused through inappropriate technique or overuse including but not limited to tendonitis, strains, sprains, abrasions, bruises, dislocation, joint swelling, muscle aches, and fractures – harm and injury, including death, shortness of breath, light headedness, resulting from increased heart rate, increased blood pressure, and strenuous physical activity.

University of Maine at Presque Isle

GENTILE HALL ROCK WALL

I, _____(print full name clearly) accept full responsibility for my own safety and the safety of fellow climbers while using the Gentile Hall Rock Wall (GHRW), particularly in climbing and bouldering areas. I agree to abide by and to help enforce all GHRW safety policies and procedures. I acknowledge and accept responsibility for my personal actions. I understand and accept that failure to comply with the GHRW safety policies and procedures may result in suspension and/or termination of my access privileges to the GHRW.

SAFETY POLICIES

- All users are required to have signed Release and Assumption of Risk form AND GHRW Agreement submitted to Gentile Hall Rock Wall prior to engaging in climbing, belaying, and/or bouldering in the GHRW. All users (except guests) must have a valid GHRW pass, membership, and photo I.D. to access the climbing and bouldering areas. Current University of Maine at Presque Isle (UMPI) students need only present their UMPI I.D. to access GHRW. All users must check in at the GHRW counter prior to using the climbing and/or buldering areas. GHRW belay classes are held regularly to certify users. This class includes both a skills and a written test. All users must be aware of fall zones and avoid them when not climbing, bouldering, or belaying.
- No gum or food (including candy) of any kind in the climbing & bouldering areas. Only unflavored water in a sports bottle is permitted in the climbing & bouldering areas.
- With the exception of ECO balls, chalk in any form is prohibited in GHRW for health and safety reasons.
- Climbing shoes and non-marking sneakers are required. Users should have footwear checked by GHRW staff prior to engaging in any activity.
- All roped climbers must wear harnesses. A figure eight follow through must be used to tie in.
- Spotters are strongly encouraged at all times when using the bouldering wall. Climbers using the bouldering wall must not pass over the top of the bouldering wall.
- Climbers use their own equipment at their own risk. Gentile Hall, in its sole discretion, reserves the right to disallow the use of any personal gear.
- All users are expected to help keep GHRW areas clean. Report all custodial/maintenance problems to GHRW staff immediately.
- GHRW users must not be under the influence of alcohol, drugs, or other controlled substances. The GHRW is a tobacco-free & drug-free facility. GHRW staff reserve the right to deny access to anyone who, in their sole discretion, is believed to be under the influence of drugs and/or alcohol.
- Report all accidents, incidents and injuries to GHRW staff immediately. Report any unsafe or inappropriate behavior to GHRW staff immediately.
- Helmets are required to be worn by all climbers under the age of 18. Climbers 18 years of age and older must sign the Helmet Waiver to climb or boulder in the GHRW without a helmet.
- Gentile Hall staff reserves the right to withdraw and/or revoke GHRW use privileges of any individual for breach of any portions of this GHRW Agreement, and/or for any unsafe or inappropriate conduct in the sole discretion of GHRW staff.

In consideration for my use of GHRW, I acknowledge that I have read and agree to abide by the posted GHRW safety policies.

Climber's Signature

Climber's Printed Name

Date

Guardian's Signature (If not 18)

Guardian's Printed Name

Date

GENTILE HALL HELMET WAIVER

I acknowledge and agree that I have been informed of the hazards, dangers, and potential for increased risk of head injury associated with climbing, belaying, and bouldering in the GHRW without a helmet. I understand that Gentile Hall will provide a helmet at no charge to use in the GHRW at any time, but if I refuse the use of the helmet while using GHRW facilities and assume full responsibility of any injury, up to and including death, that may result without a helmet in the GHRW.

Climbers Signature

Climber's Printed Name

Date