

# Climber Agreement

Printed Name: \_\_\_\_\_

Last, First

As a climber or observer in the Climbing Center, I agree to the following:

- I understand climbing is Dangerous!
- I will climb at my own risk!
- I will take the responsibility for managing my safety while using this facility.
- I assume all risk and responsibility for being in or using the climbing facility.
- I have read, understand, and signed the Waiver of Liability, Assumption of Risk, and Indemnity Agreement.
- I have read, understand and agree to follow all Climbing Center Rules dated: **06/15/11**;   /  /  ;   /  /
- I will pay for any damages I cause to the climbing center property or equipment.
- I understand that violation of any climbing center rules may result in loss of climbing privileges.
- I will not teach anyone to belay regardless of my ability.
- I understand that any safety related instruction must be performed by approved climbing center staff.
- If I choose to use my own equipment, I take full responsibility of all consequences.
- I will consult a physician if I have any question about my physical ability to climb or use the facility.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

If Participant is under 18, the following must be completed by a Parent or Legal Guardian:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

## ***ACC Top Rope Belay Check - Staff use only:***

Day pass date: \_\_\_\_\_ administrator: \_\_\_\_\_ Day pass date: \_\_\_\_\_ administrator: \_\_\_\_\_ Day pass date: \_\_\_\_\_ administrator: \_\_\_\_\_

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- |                                                                        |                                                                           |
|------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Waiver and Climber Agreement properly signed. | <input type="checkbox"/> Belayed without compromising the brake hand.     |
| <input type="checkbox"/> Harness worn securely and doubled backed.     | <input type="checkbox"/> Switched between belaying and lowering correctly |
| <input type="checkbox"/> Figure 8 follow through knot tied correctly.  | <input type="checkbox"/> Break hand did not go above 3 o'clock or 90 deg. |
| <input type="checkbox"/> Belay carabiner locked and squeeze checked.   | <input type="checkbox"/> Belayed confident and competently.               |
| <input type="checkbox"/> Belay device properly set and used.           | <input type="checkbox"/> Demonstrated proficiency with the auto belay     |
| <input type="checkbox"/> Proper communication before climbing.         |                                                                           |

ACC Belay Check Administrator: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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|------------------------------------------------------------------------|---------------------------------------------------------------------------|
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| <input type="checkbox"/> Figure 8 follow through knot tied correctly.  | <input type="checkbox"/> Switched between belaying and lowering correctly |
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| <input type="checkbox"/> Belay device properly set and used.           | <input type="checkbox"/> Belayed confident and competently.               |
|                                                                        | <input type="checkbox"/> Demonstrated proficiency with the auto belay     |

ACC Belay Check Administrator: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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|------------------------------------------------------------------------|---------------------------------------------------------------------------|
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|                                                                        | <input type="checkbox"/> Demonstrated proficiency with the auto belay     |

ACC Belay Check Administrator: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# Waiver of Liability, Assumption of Risk & Indemnity Agreement

Facilities Use Waiver - Athletics

Department of Recreation

UCSB Adventure Climbing Center

Department

Name of Facility/Class

**Waiver:** In consideration of permission to use, today and all future dates, the property, facilities, staff, equipment and services of UCSB Adven Climbing Center, I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue The Regents of the University of California, its directors, officers, employees, and agents from liability from any and all claims, including the negligence of UCSB Adven Climbing Center resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. UCSB Adven Climbing Center has facilities for and provides activities such as weight lifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and other involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by UCSB Adven Climbing Center. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at UCSB Adven Climbing Center and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Age (if Minor)

\_\_\_\_\_  
Signature of Parent/Guardian of Participant if Minor

\_\_\_\_\_  
Print Name of Parent/Guardian of Participant if Minor

\_\_\_\_\_  
Date