

Climbing Team of Berkeley Waiver Form

Name: _____
Date of Birth: _____ Cell Phone: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Email: _____

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY (AGREEMENT)

IN CONSIDERATION of being permitted to participate in any way in Climbing Team of Berkeley and sponsored Climbing/Bouldering Activities and other Team Activities ("Activities"), I for myself, my personal representative, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that Climbing/Bouldering is an inherently dangerous activity and by engaging in such activities or any other Team activities I am voluntarily placing myself in a dangerous situation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that (a) ACTIVITIES INVOLVE RISKS, BOTH KNOWN AND UNKNOWN, AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risk"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Activity.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, their respective administrators, directors, agents, officers, volunteers, employees, sponsoring companies, other participant, advertisers, and if applicable, owners and lessors of premises over which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLECT RESCUE OPERATIONS, AND I FURTHER AGREE IF, I, or anyone on my behalf, makes a claim against any of the releases, I WILL IDENTIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may occur as the result of such claim. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

4. UNDERSTAND that with this contract I am officially bonded to the responsibility of: (a) Representing and Supporting the products, services and companies that are of official sponsorship title in a positive connotation. Official sponsors may be viewed on the team website (climbing.berkeley.edu). (b) Exposing the companies of official sponsorship in the ways that are required by the team Officers ("required"), which may include any form of advertisement and/or a positive display of any logos, sponsors, companies, and people. (c) Not representing product, services and companies that are not of official sponsorship title in a positive connotation relative to the products, services and companies that are of official sponsorship title. This may include products, services and companies that are in the same field as each other, or any products, services and companies that are related to the official sponsors. (d) Help promote the team while not abusing the sponsorship privileges

5. ACKNOWLEDGE the fact that I am given the title of being represented by the Team, with the intention of participating in climbing/bouldering competitions with a character and attitude that is beneficial and positive to the environment around the Team, the respective competitors and the image of climbing/bouldering and the University of California at Berkeley, which I represent as a member of the Team.

6. HAVE the risk of being dismissed from the team officially at any point during this contract by the officers and/or through the consent of the team, and I will not bring any legal action against the Team for this reason.

PARTICIPANT Signature: _____ DATE: _____ Printed
NAME: _____

If under 18, signature of Parent or Guardian is required below: The undersigned parent/natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all of the parties referred to above from all liability, loss, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said partisan behalf of the minor and the parents or legal guardian

PARENT / GUARDIAN Signature: _____ DATE: _____

PARENT/GUARDIAN Name (Printed): _____

Parent/Guardian Email: _____

Address: _____