

# Agreement for Assumption of Risk, Indemnification, Release, and Consent for Emergency Treatment

I, \_\_\_\_\_ (print name), age \_\_\_\_\_, desire to participate voluntarily in recreational activities at the University of Wisconsin – Superior.

**I UNDERSTAND THAT I AM BEING ASKED TO READ EACH OF THE FOLLOWING PARAGRAPHS CAREFULLY. I UNDERSTAND THAT IF I WISH TO DISCUSS ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, I MAY CONTACT Janet Hanson, Vice Chancellor for Administration & Finance, at telephone number 715-394-8014.**

**Assumption of Risks:**

I understand that physical activity related to the Climbing Wall, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movement involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risks range from: 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as fractures, internal injuries, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I understand that the University has advised me to seek the advice of my physician before participating in this activity. I understand that I have been advised to have health and accident insurance in effect and that no such coverage is provided for me by the University or the State of Wisconsin. **I KNOW, UNDERSTAND, AND APPRECIATE THE RISKS THAT ARE INHERENT IN THE ABOVE-LISTED PROGRAMS AND ACTIVITIES. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Guardian  
(if Participant is Under 18): \_\_\_\_\_

Date: \_\_\_\_\_

**Hold Harmless, Indemnity and Release:**

In consideration of permission for me to voluntarily participate in the Climbing Wall, today and on all future dates, I, for myself, my heirs, personal representatives or assigns, agree to defend, hold harmless, indemnify and release the Board of Regents of the University of Wisconsin System, the University of Wisconsin - Superior, and their officers, employees, agents, and volunteers, from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from my participation in the above-listed program. This release includes claims based on the negligence of the Board of Regents of the University of Wisconsin System, the University of Wisconsin - Superior, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence.

I understand that the University may take photographs and/or videos of the camp/clinic/recreational activities. I agree that the University shall be the owner of and may use such photographs and/or videos in promotional materials. I relinquish all rights that I may claim in relation to the use of said photographs and/or videos.

**I UNDERSTAND THAT BY AGREEING TO THIS CLAUSE I AM RELEASING CLAIMS AND GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Guardian  
(if Participant is Under 18): \_\_\_\_\_

Date: \_\_\_\_\_

**Consent for Emergency Treatment:**

I authorize the University of Wisconsin - Superior and its designated representatives to consent, on my behalf, to any emergency medical/hospital care or treatment to be rendered upon the advice of any licensed physician. **I AGREE TO BE RESPONSIBLE FOR ALL NECESSARY CHARGES INCURRED BY ANY HOSPITALIZATION OR TREATMENT RENDERED PURSUANT TO THIS AUTHORIZATION.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Guardian  
(if Participant is Under 18): \_\_\_\_\_

Date: \_\_\_\_\_