

LARAMIE COUNTY COMMUNITY COLLEGE CLIMBING WALL LIABILITY WAIVER

Participant Name: _____

The above Participant being above age eighteen (18), or the Parent of the above Participant, who is under age eighteen (18) (Participant) in consideration for being allowed by Laramie County Community College (LCCC) to use the climbing wall located on the Cheyenne Campus, 1400 College Drive, Cheyenne, WY 82007, and/or participate in any programs or classes offered by LCCC utilizing the climbing wall agrees as follows:

Participant acknowledges and is aware of the inherent risks, hazards and dangers of personal injury, death and disability in the use of the climbing wall. Participant also understands that these risks, hazards and dangers are further increased when other persons, whether of the same level of experience or skill, are using the same facilities.

Participant acknowledges that participation in any programs or classes offered by LCCC utilizing the climbing wall or the use of the climbing wall is strictly voluntary and despite the dangers which are an integral part of the climbing wall, Participant chooses to voluntarily use the climbing wall; and/or participate in any programs or classes offered by LCCC utilizing the climbing wall.

Participant hereby releases, waives, discharges, and covenants not to sue, LCCC, nor any of its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers regarding any and all claims arising in direct relation to Participant's assumption of risk in the use of the LCCC climbing wall. This is not to include actions based upon negligence of LCCC wherein the damage, injury or death is not the result of an inherent risk of the sport or recreational opportunity pursuant to the Wyoming Recreation Safety Act, WYO. STAT. ANN. § 1-1-121 (2011) et seq., and WYO. STAT. ANN. § 1-1-109 (2011). To the fullest extent permitted by law, Participant shall indemnify, defend, and hold harmless LCCC, its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers from any and all claims, lawsuits, losses, and liability arising out of Participant's involvement in any activity regarding LCCC climbing wall. Further, LCCC does not waive its Governmental/Sovereign Immunity by entering into this Waiver/Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to WYO. STAT. ANN. §§ 1-39-101 (2011), et seq., and all other applicable laws.

Participant certifies that he/she has read the LCCC safety rules regarding the climbing wall, and agrees to abide by the rules and any further amendments. Participant agrees to comply with any specific instruction or request given by LCCC staff.

I hereby certify that I am over 18 years of age or the Parent of the above Participant, who is under the age of 18. I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I have had the opportunity to ask any and all questions regarding this Waiver. I am aware that by signing this Waiver, I assume all risks and waive and release certain substantial rights that I may have. I acknowledge that this Waiver/Agreement is binding upon myself, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

Participant's Name: _____

Participant's Parent's Name (if applicable): _____

Address: _____ City: _____ ZIP: _____

Phone: _____ Cell Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

Participant's Birth Date: _____

Participant's or Parent (legal guardian) Signature

Date

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