

**LARAMIE COUNTY COMMUNITY COLLEGE
RECREATION & ATHLETIC CENTER LIABILITY WAIVER**

Participant Name: _____

The above Participant being eighteen (18) in age or older, or the Parent of the above Participant, who is under age eighteen (18) in consideration for being allowed by Laramie County Community College (LCCC) to use the LCCC Recreation & Athletic Center climbing wall located on the Cheyenne Campus, and/or participate in programs or classes offered by LCCC utilizing the aforementioned PE Building Facility 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 climbing wall, exercise equipment or exercising in the Facility. Participant also understands that these risks, hazards and dangers are further increased when other persons are using the same Facility.

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

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 Facility, 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 executing or 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 Facility, 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: _____

Signature Block for Minors: As parent or legal guardian I hereby confirm I am the parent or guardian, acknowledge and agree to the terms and conditions of this certain waiver.

Signature of Parent or Legal Guardian of Minor

Date

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