



Division of Recreation and Intercollegiate Athletics

WAIVER AND ASSUMPTION OF RISK FOR PATRONS 18+

User Agreement /Waiver - By being permitted access to Recreational Facilities, users acknowledge their agreement to the following:

1. Certain risks of injury are inherent to participation in sport and recreational activities including both group exercise and instructional classes. These types of injuries may be minor or serious and may result from one's own actions, and of others, or combination of both.
2. Posted or distributed rules and regulations are designed for the safety and protection of recreational users, who in turn are responsible to abide by these rules and regulations. Failure to comply will result in membership restrictions.
3. Penn Campus Recreation reserves the right to shut down/deny access to any or all of its facilities for preventative maintenance or emergency repairs. Operating hours may change permanently or temporarily if deemed necessary by management for operational, emergency, or weather related reasons.
4. A valid Penn ID, activated with a current Penn Campus Recreation membership, is required to access all Penn Campus Recreation Facilities. Failure to comply will result in denied access. Other form of valid ID may be accepted in Penn Campus Recreation's sole discretion.
5. Certain activities require a minimum level of health and fitness ability. Recreational users warrant being physically fit to use facilities and participate in any activities undertaken, and understand a choice to participate brings with it the voluntary assumption of risks, injury, or illness (including the risk of contracting communicable disease), which may arise from participation in these activities and/or use of recreational facilities.
6. Recreational users agree that the University of Pennsylvania, its employees, and agents shall not be liable for personal injury or damages to personal property arising from, or in any way resulting from the use of facilities and/or users' participation in activities, and agree to waive such claims, including claims for negligence, against the University for such injury or loss.
7. CANCELLATION POLICY: All memberships are non-refundable.

Locker Agreement

1. All lockers are the property of the University of Pennsylvania and the Department of Campus Recreation. Lockers are to be used for legitimate recreational purposes. All locker users understand their responsibility in protecting the welfare of other users while renting a locker. **2.** Certain occasions require our staff to check lockers for unreturned towels, equipment and known safety/security issues. On these occasions users will be notified. **3.** Lockers will be cleared annually; notification and signage will be placed in the facilities. **4.** Lockers not cleared will have contents removed and articles kept for 30 days, after which they will be discarded or given to charity. **5.** To reclaim items a 25.00 fee will be assessed.

Climbing Wall

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the Climbing Wall have inherent risks, including but not limited to:

1. All manner of injury resulting from falling off the Climbing Wall, including bouldering, and impacting against wall faces and projections, whether permanently or temporarily in place, or the Climbing Wall floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall



- such as, but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
3. Injuries resulting from falling climbers or dropped items, such as but not limited to ropes or climbing hardware;
 4. Cuts and abrasions resulting from skin contact with the Climbing Wall;
 5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Wall structure.
 6. Negligence of others, including bad decision making, inattentive belayers and holds that have become loose or damaged by other climbers.
 7. Accidents which cannot be foreseen.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and that the above list in no way limits the extent or reach of this Waiver of Liability and Assumption of Risk Agreement. I **VOLUNTARILY ASSUME ALL RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.**

By my signature below, I acknowledge that I have read and understand the User Agreement/ Waiver and Locker Agreement.

NAME _____

SIGNATURE _____

DATE _____

FOR OFFICE USE ONLY

Sold by _____ on _____
(staffinitials)