

Waiver and Release of Liability

In consideration of my child's participation at the **Wheaton College Chrouser Sports Complex Climbing Wall**,

I hereby forever release and covenant not-to-sue Wheaton College, the Wheaton College Board of Trustees, and any of their employees, instructors, volunteers, agents, and all others who are involved, **from any and all present and future claims resulting from ordinary negligence on the part of Wheaton College or others listed** for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in this activity or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, or assigns, and I relinquish on behalf of myself, spouse, heirs, estate and assigns the right to recover for injury or death.**

I understand that participation in this activity may involve certain risks. Full disclosure has been made to me of the risks and dangers connected with this activity. In addition, I understand that participation in this activity involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. **I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.**

I further agree to indemnify and hold harmless Wheaton College and others listed above for any and all claims arising as a result of my participation in this activity or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the Illinois, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the state of Illinois.

I affirm that I am of legal age and am freely signing this agreement. **I have read this form and fully understand that by signing this form, I am giving up legal rights** and/or remedies which may be available to me for the ordinary negligence of Wheaton College or any of the parties listed above.

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!

(Signature of Participant)

Date Signed

(Printed Name of Participant)

(Signature of Parent/Guardian if Participant is a minor) Date Signed

(Printed Name of Parent/Guardian if Participant is a minor)