

ROCK WALL AGREEMENT AND RELEASE

This Rock Wall Agreement and Release Form (this “Release”) is required for a participant in any and all rock wall climbing, belaying, programming and/or activities (collectively, the “Rock Wall Activities”) at the Halas Recreation Center in the Arnold J. Damen, S.J. Student Center (“Halas”) at Loyola University of Chicago (“Loyola”). This Release must be on file with Loyola’s Office for Outdoor Experiential Education. This Release must be on file with Halas and will be valid for a one-year period from the date you sign this Release. **You will not be able to participate in any Rock Wall Activity without submission of this Release.**

Participation. I desire to freely and voluntarily participate in the Rock Wall Activities at Loyola pursuant to this Release. Participation in the Rock Wall Activities is a privilege and a tangible benefit to me. Loyola is not legally responsible for my personal safety or the safety of my property during the Rock Wall Activities. I am familiar with and will obey: (a) all laws, rules and regulations applicable to the Rock Wall Activities; (b) all applicable guidelines, notices, advisories, warnings, precautions and other materials that are relevant to me or the Rock Wall Activities (including without limitation any of the foregoing issued by the United States, the State of Illinois, Cook County, the City of Chicago, the Centers for Disease Control and Prevention, the U.S. State Department, the World Health Organization or any other international, federal, state, municipal or local government or governmental entity, department or other body); and (c) all applicable policies, instructions, rules and directions, whether oral or written, established for the Rock Wall Activities, whether by Loyola or any other applicable party. I understand and acknowledge that if I fail to comply with this Release in any way, I will be asked to end my participation in the Rock Wall Activities.

Assumption of Risks. I understand and acknowledge that participating in the Rock Wall Activity carries certain inherent dangers and hazards, which cannot be totally eliminated and which could result in serious bodily injury, illness or disease, including without limitation permanent disability, paralysis or death. I further understand that those risks may include, but are not limited to, loss or damage to personal property; personal injury or accidents resulting from indoor or outdoor activities, climbing, swinging, jumping, increased heart or breath rates or other types of activities or physical exertion; the health and environmental risks described above; other unforeseeable acts of nature; physical contact with others; pandemics, epidemics, plagues, diseases and other sickness (including without limitation COVID-19/Coronavirus Disease); and the emotional effects of being in perceived risk. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Rock Wall Activities, and I voluntarily assume all risks associated with such participation.

Fitness. I understand that participating in the Rock Wall Activity involves a variety of movements, which may include stretching, warm-ups, active games, team-building initiatives to elicit experiential learning, personal and group responsibility, physical fitness, relationship building, and communication and problem-solving, and that some of these activities can be physically, mentally and/or emotionally demanding. I understand and acknowledge that each participant chooses the level of participation they will give to Rock Wall Activity and has the right and responsibility to limit their participation in Rock Wall Activity if they have safety or other concerns. I understand that if I choose to participate in the Rock Wall Activity, I voluntarily assume all risks associated with such participation. I represent that I am physically fit and do not have any medical condition or physical limitation that would put me at risk for injury because of my participation in the Rock Wall Activities. Loyola strongly recommends that all Rock Wall participants consult a physician and/or have a physical exam prior to participation in the Rock Wall Activities. I understand that I participate in the Rock Wall Activities at my own risk, I assume responsibility for my own health, safety and medical expenses, and acknowledge that Loyola does not provide personal accident/health insurance to participants in Rock Wall Activities. In the event of my injury, illness or other medical condition or situation during my participation in the Rock Wall Activities, I hereby authorize Loyola to take whatever steps are reasonably necessary in Loyola’s judgment to attend to my medical needs and, without limitation, specifically give permission to Loyola to supervise on-site first aid as appropriate in Loyola’s judgment.

Responsibility. I understand that I will be required to complete a new climber orientation and this Release before receiving a Climbing Pass and that I may climb under the supervision of authorized Loyola Rock Wall employees (“Rock Wall Personnel”), including belayer(s). I also understand that I may choose to complete a training and practice program and take

a test in order to become belay qualified and eligible to belay other Rock Wall Activity participants. I understand and acknowledge that I may engage, at my own risk, in the Rock Wall Activities under the supervision of another Rock Wall Activity participant who has become belay qualified, but is not employed or serving as Rock Wall Personnel, and I take personal responsibility for exercising such a choice. I understand that while participating in the Rock Wall Activities, I must follow the instructions and directions, whether oral or written, provided by Rock Wall Personnel and that I must abide by the rules, regulations and policies of Loyola. I also understand and acknowledge that participants who fail to follow such instructions, directions, rules, regulations or policies may be asked to end their participation in the Rock Wall Activities. I further understand that Rock Wall Personnel, who may not be licensed, certified, or registered instructors or professionals, sometimes conduct the Rock Wall Activities. I accept the fact that the skills and competencies of Rock Wall Personnel will vary according to their training and experience.

Equipment. I agree to act in a responsible and safe manner while I participate in the Rock Wall Activity and that I will use all equipment for its intended purpose only, as outlined by Loyola, Rock Wall Personnel, or any third party. I am also aware and understand that misuse of equipment could endanger myself and/or others. I understand and acknowledge that if I do not use the equipment for its intended purpose I may be asked to end my participation in the Rock Wall Activities.

Alcohol and Drug Prohibition. I will not be under the influence of alcohol or consciousness-altering drugs, whether obtained or taken legally or not, and I will not use or be under the influence of any such substance while participating in the Rock Wall Activities. I understand that participating in the Rock Wall Activities while under the influence of such substances could endanger myself and/or others and that if I fail to abide by this rule I will be asked to end my participation in the Rock Wall Activities.

Health and Environmental Risks. I am aware of the risk of serious injury, allergic reaction, illness, disease or death that can be caused by contact with or transmission from (including without limitation and as applicable stings, bites, exposure, digestion and sexual contact) insects, arachnids and bugs, animals and other wildlife, other humans and the environment, including without limitation: (a) with respect to insects, arachnids and bugs: all insect-borne diseases such as encephalitis, meningitis, dengue, Zika Virus, West Nile Virus, malaria, Lyme and other tick-borne diseases; (b) with respect to animals and other wildlife: zoonotic-borne diseases such as rabies, food poisoning, monkeypox, West Nile encephalitis, Legionnaires' disease and Avian Flu; (c) with respect to other humans: viruses, bacterial infections and sexually transmitted diseases (including without limitation COVID-19/Coronavirus Disease); and (d) pandemics, epidemics, plagues, diseases and other sickness (including without limitation COVID-19/Coronavirus Disease and Zika Virus). I am also aware of the risk of food-, air- and water-borne diseases, pathogens and bacterial infections (including without limitation E. coli, listeria and salmonella).

General Release. In consideration for my voluntary participation in the Rock Wall Activities, including but not limited to the use of Loyola facilities and equipment: (a) **I hereby assume all risks of injury, loss and damage that may result from my participation in the Rock Wall Activities and/or my use of Loyola's facilities and equipment and/or the risks outlined herein;** and (b) **I agree to waive, indemnify, hold harmless, release and discharge Loyola, its affiliates, subsidiaries and Rock Wall Personnel and their respective trustees, officers, employees, representatives, agents, volunteers, successors and assigns (collectively, "Releasees") from any and all actions, causes of action, rights of action, suits, claims, damages and expenses whatsoever for any injury, loss, damage, accident, inconvenience or expense, present or future, known or unknown, anticipated or unanticipated (whether to myself or my property or my heirs, successors, assigns, guests and/or agents and/or their property) relating to, resulting from or arising out of my participation in the Rock Wall Activities and/or my use of Loyola's facilities and equipment and/or the risks outlined herein. It is my express intent that this Release binds the members of my family and any of my heirs, successors, assigns, next of kin or personal representatives and is governed by the laws of the State of Illinois.**

Photo Release. I authorize any and all Releasees to record my participation and/or appearance in any Rock Wall Activities on video tape, audio tape, any computer or digital format, film, photograph or any other medium of any kind and to use such recordings, and my name and voice in all mediums, including but not limited to, magazines, newspapers, periodicals, radio, television, the World Wide Web, other news and educational media, and all means of communication now and in the future. I waive and release Releasees from any claim, action, suit or damage whatsoever by reason of anything contained in

the recording or in connection with or arising out of the use, reuse, duplication, distribution, broadcast, publication, republication, and marketing of the recording.

