

**Idaho State University Outdoor Adventure Center Pocatello Pump Participant Agreement  
(Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue)**

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT FOR YOURSELF OR A MINOR UNDER THE AGE OF 18, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR NEGLIGENTLY CAUSED INJURIES OR DEATH TO YOURSELF OR YOUR MINOR CHILD OR DAMAGE TO YOUR PROPERTY, ARISING OUT OF PARTICIPATION IN THE POCATELLO PUMP, NOW OR AT ANYTIME IN THE FUTURE.

**Acknowledgement of Risk:** I (meaning an adult participant for him/herself OR parent/guardian of a minor participant on behalf of the minor) understand and acknowledge that rock climbing entails inherent, known, and unanticipated risks which are voluntarily assumed. These risks include, but are not limited to: falling; being hit by falling objects or other climbers; swinging into the rock or another climber; human carelessness, error, and misjudgment; failure or misuse of equipment; abrasions from ropes, rocks, and/or the ground; changes in the weather; travel over uneven or dangerous terrain, rugged trails, unimproved roads; falling rocks and trees; lightning; sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, hypothermia; poisonous or dangerous plants, animals, or insects; strains, sprains, broken bones and other injuries which could occur and could result in emotional or physical injury, paralysis, death, or damage to property or third parties. I certify that the participant (me or my minor child) has knowledge of the voluntarily assumed risks; is in good health; has no physical or mental limitations that would preclude safe participation; will wear proper clothing and protective equipment; and will abide by all the rules of the sport and of the Outdoor Recreation Center.

**Helmet Waiver:** I acknowledge that wearing an approved helmet may help prevent head injuries. By not wearing a safety helmet, I am refusing this critical safety precaution against the advice of the Outdoor Recreation Center, and hereby waive and release the State of Idaho, its State Board of Education, Idaho State University, Idaho State University Outdoor Recreation Center and their respective officers, employees, volunteers, and agents (“Released Parties”) from any and all liability associated with my voluntary refusal to wear a safety helmet.

**Release/Covenant Not to Sue/Indemnification:** To the fullest extent permitted by law, and in consideration for being allowed to participate, I, on behalf of myself, my minor child (if applicable), my heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold harmless, release, and covenant not to sue the Released Parties for any negligently caused injuries or losses arising from or related to the Pocatello Pump. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by or caused by me or my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

**Other:** I acknowledge that insurance coverage for bodily injury and property damage, including automobile insurance, is my personal responsibility. I grant Idaho State University the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child while participating in the Pocatello Pump. I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility. If any part of this agreement is deemed unenforceable, the remainder shall continue in full force and effect. The venue of any dispute shall be in Bannock County, Idaho and shall be governed by Idaho law.

*If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have read the terms and agree to them, and have the legal right to execute this document on behalf of the minor, and that this document, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.*

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Participant Name and age if a minor (printed)

Participant Signature

Date

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Parent/Guardian Signature

Emergency Contact Name and Phone

### Activity Description

The Pocatello Pump is a two-day climbing competition with timed top-rope and leading categories. Categories are based on the climber's onsite climbing ability. Ropes for the top-rope segments are provided. Climbers must supply their own equipment and belayer. Climbers in the lead climbing categories must supply their own rope for lead climbing on Sunday. The climbing area is open to spectators during this event.

Climbing activities may be dangerous and you are responsible for understanding the risks and dangers before participating in this event. You are responsible for your own actions while participating in the Pocatello Pump or while engaging in incidental activities that are not part of the Pocatello Pump. It is your responsibility to prepare yourself with the proper skills and equipment to minimize dangers to yourself and others. Event organizers are available to meet and discuss needs, expectations and risks prior to and during the event. **Instruction is not provided by the Outdoor Adventure Center staff as Pocatello Pump is not a class.** Individuals associated with Idaho State University as well as community members are welcome to participate, but participation is done at each individual's own risk.

You may find more information about rock climbing and the associated risks on the Outdoor Adventure Center website, and can ask members of the Outdoor Adventure Center staff for further information if needed or desired.