

WASHINGTON TOWNSHIP RECREATION CENTER

CLIMBING WALL RELEASE FORM

NOTICE: This is a legal contract with legal consequences. Read it carefully before signing

***I HEREBY ACKNOWLEDGE AND AGREE** that the sport of rock climbing has inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing, including, but not limited to:

1. All manner of injury resulting from falling off and hitting wall faces and projections, or the ground.
2. Rope abrasion, entanglement, and other injuries resulting from activities on or near the wall face 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 contact with the wall face.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points or other equipment.

***I FURTHER ACKNOWLEDGE AND AGREE** that the above list is not exclusive of all possible risks associated with rock climbing, and that I voluntarily assume all risks of such activity.

***IN CONSIDERATION** of my being permitted or any minor child for whom I am the parent or legal guardian being permitted to participate in rock climbing and/or wall climbing classes or to climb the climbing wall at the Washington Township Recreation Center, I _____, **(participant/guardian if under 18)** the undersigned participant or the parent or guardian of the participant, do hereby agree to **Release and Discharge** Washington Township, Montgomery County, Ohio, its elected officials, employees, agents, and volunteers from any and all claims, demands, liability, damages, actions or causes of action of any type and nature which I may have individually or in any other capacity on behalf of the participant, arising out of or in any way related to my participation or the participation of the participant in any climbing wall and/or rock climbing class or any activities involving the climbing wall. Further, for the same consideration, I hereby agree to **Indemnify and to Hold Harmless** Washington Township, its elected officials, employees, agents or volunteers from any and all claims, liability, judgments, damages, losses, costs, and expenses (including reasonable attorney fees) of any type and nature which may be incurred as a result of or in any way related to my participation or the participation of the participant in any activity related to rock climbing and/or wall climbing at the Washington Township Recreation Center.

***I further certify** that I, the participants, *date of birth* is _____ **(Participants Birth date) (month/day/year)**, that my present age is _____, **(Participants Age)** and that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that this is a release of liability, waiver of claims, agreement not to sue and an indemnification, that I have read and understand the agreement and sign it out of my own free will.

***If any portion of this release is held invalid, I agree that the remainder shall remain in full force and effect.**

I certify that if the participant is under 18 years of age, s/he has my permission, as his/her parent or legal guardian, to participate in the activity and hereby acknowledge that such participation is subject to all terms set forth herein.

IN WITNESS WHEREOF, this instrument is duly executed the _____ day of _____, 20_____.

Participant's signature (If 18 and older)

Participant's name (REQUIRED-Printed clearly)

Parent/Guardian signature-if participant is 17 and under

Parent/Guardian name (Printed clearly)

Participant's Age

Witness Name (Printed clearly)

Witness signature

Email Address (Optional)

Current Grade (if applicable)