



Last Name: _____ First Name: _____

Address: _____

City _____ State _____ Zip: _____

Phone: _____ Male/Female: _____ Date of Birth: _____

Emergency Contact: _____ Phone: _____

Medications you are taking: _____

Allergies: _____

ACKNOWLEDGMENT, WAIVER & RELEASE FROM LIABILITY AGREEMENT

NOTICE: THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTOOD AN ACCEPTED THE TERMS AND CONDITONS STATED IN THIS AGREEMENT. YOUR FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR ANY INJURY TO YOURSELF OR YOU PROPERTY.

ACKNOWLEDGMENT: In signing this release for myself and/or for any named participant(s) (if such participant is under age 18), I acknowledge and understand that there are significant elements of risk of serious bodily injury, sickness or death associated with climbing wall activities. I further acknowledge the nature and extent of the risks inherent in climbing wall activities, including, but not limited to:

1. Injuries resulting from falling and crashing into walls, or other obstacles, whether such walls, rocks or other obstacles are permanent or temporary;
2. Injuries resulting from rope abrasion, entanglement and other injuries that may result from activities or other persons, including, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue or emergency activities as well as injuries, abrasions or cuts resulting from contact with climbing walls, holds or equipment;
3. Injuries resulting from falling climbers or falling dropped items, including, but not limited to, ropes, holds, or climbing hardware;
4. Injuries resulting from any equipment failures, including, but not limited to, failures of ropes, slings, climbing harnesses, anchor points, or any part of the climbing structure;
5. Injuries or death resulting from not following proper and customary personally safety procedures and the Safety Policies and Procedures of the City of Westerville which form a part of this agreement;
6. Injuries resulting from the negligence of other climbers, participants, spectators or users of the facilities, including, but not limited to, belayers or spotters;

7. Injuries resulting from personal, physical and mental limits, including, but not limited to, fatigue, chill and/or dizziness, which may diminish reaction time and increase risks of accident, personal strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying, lifting, spotting or belaying a spectator.

I ACKNOWLEDGE THAT THE PREVIOUS LIST (1-7) IS NOT INCLUSIVE OF ALL POSSIBLE RISKS ASSOCIATED WITH THE USE OF THE CLIMBING FACILITY AND/OR ADVENTURE PROGRAMS, AND THAT OTHER UNKNOWN AND UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH.

RELEASE, ASSUMPTION OF RISK AND RESPONSIBILITY: In consideration of, and in recognition of the inherent risks of the activities associated with the use of the City of Westerville's climbing wall and adventure activities, I, and/or on behalf of my minor children for which I am responsible for, agree on behalf of myself, my/our heirs, representatives, successors, executors, administrators and assigns, do hereby release, waive, discharge, and covenant not to sue the City of Westerville, its officers, directors, agents, employees, boards, council, officials, volunteers and other representatives, from any and all claims or demands, obligations and /or causes of action of any nature whatsoever which I may have against the City of Westerville, on account of any personal injury, property damage, death or accident of any kind, arising out of or in any way connected with use of the climbing wall, whether my/our use is supervised or unsupervised and I/we agree to indemnify and hold harmless the persons or entities mentioned in this paragraph from all liabilities or claims made by other individuals or entities as a result of my/our actions.

I further certify, acknowledge, and agree on behalf of myself and /or any minor children for which I am responsible, that:

I am (we are) physically and mentally capable or participating in the activity and / or use the equipment; I/we assume responsibility for an voluntarily assume the risks for any personal injury, death and related expenses involved with this activity;
I/we assume responsibility for damage to my/our personal property; and
I/we assume the risks for accidents or injury caused by the negligence of my/our belayer or spotter.

IN WITNESS WHEREOF, I signed this agreement on this _____ day of _____ in the year of _____.

User Signature

Printed Name

I, as parent, guardian or responsible party of the above-named minor child under the age of 18 years, hereby acknowledge reading, understanding and agreeing to the terms and conditions of this agreement.

Parent or Guardian Signature

Printed Name