Acknowledgement of Risk, Release of Liability, Waiver of Claims, Covenant Not to Sue

I hereby acknowledge and agree that the sport of rock climbing and the use of the Climbing Wall have inherent risks. I have full knowledge of the nature and extent of all the risks associated with indoor climbing and the use of the Climbing Wall, including, but not limited to:

1. All manner of injury resulting from falling off the Climbing Wall and hitting rock faces and projections, whether permanently or temporarily in place, on the floor;
2. Rope abrasion, entanglement, and other injuries resulting from activities on or near the Climbing Wall, such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue system, aid climbing, lead climbing, and any other rope techniques;
3. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing holds, or climbing hardware;
4. Cuts and abrasions resulting from skin contact with the Climbing Wall;
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any other part of the Climbing Wall structure.

I further acknowledge that the above list is not exclusive of all possible risks associated with the use of the Climbing Wall and that the above list in no way limits the extent or reach of this release and covenant not to sue.

In consideration of my use of the Climbing Wall, the undersigned user, agrees to indemnify and hold harmless Foothills Parks & Recreation District and its employees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way relating to my use of the Climbing Wall.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall, and that, by this agreement, I am relieving Foothills Parks & Recreation District and its employees of any and all liability for such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitations, which would preclude my safe use of the Climbing Wall.

I certify that if the climber is under 18 years of age, he/she has my permission to be belayed by certified belayers, who have successfully passed the Climbing Wall Orientation and have a Belay Certification. I understand that this person is in no way responsible for any loss or damage, including death, sustained by the climber while using the Climbing Wall, and that, by this agreement, I am relieving Foothills Parks & Recreation District of any and all liability such as loss, damage, or death.

PLEASE READ THIS DOCUMENT IN FULL BEFORE SIGNING

By signing this document, I certify that I am at least 18 YEARS OF AGE and that NO OTHER REPRESENTATIONS HAVE BEEN MADE TO ME THAT CHANGE, ALTER, OR MODIFY ANYTHING WITHIN THIS WRITTEN AGREEMENT. I UNDERSTAND THAT CLIMBING IS DANGEROUS. I HAVE HAD SUFFICIENT OPPORTUNITY to read and understand this entire document. I AGREE TO BE BOUND BY ITS TERMS. IN ADDITION, if the participant listed above is under age 18, I state that I am the parent or LEGAL guardian of said participant and I AGREE TO EACH OF THE ABOVE TERMS ON HIS OR HER BEHALF, and I understand that said PARTICIPANT MUST SIGN HIS OR HER OWN WAIVER UPON TURNING AGE 18.

Signature of Participant_____________________________ Today's Date________________________

Or of parent or legal guardian if under age 18

Clearly print name of signatory above_____________________________