

Tongue River Valley Community Center (TRVCC) Climbing Wall Waiver

Participant Information (Please Print Clearly)	
Name _____	Phone _____
Address _____	work phone _____
City, State, Zip _____	Date of birth _____

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 has inherent risk. 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 wall 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 exact 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 TRVCC, it's departments, employees, the Town of Dayton and any representatives, successors, and assignees 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 TRVCC, it's departments, employees, the Town of Dayton and any representatives, successors, and assignees 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 TRVCC, it's departments, employees, the Town of Dayton and any representatives, successors, and assignees 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. In consideration of being allowed use of the Climbing Wall, I hereby waive and release any and all rights and claims for damages my child, spouse, or I may accrue against TRVCC, it's departments, employees, the Town of Dayton and any representation, successors, and assignees, for any and all injuries suffered by myself, my spouse or my child while participating in programs, classes and/or other activities. I understand that injuries may include but are not limited to: broken bones, concussions, injuries to joints, spinal injuries, broken teeth, loss of vision, injury to internal organs, exposure to weather conditions and problems caused by physical stress.

Signature of Participant _____ Today's Date _____

Or parent or legal guardian if under 18

Clearly print name of signature above _____