

Climbing Waiver of Liability



WAIVER OF LIABILITY FOR THE SALVATION ARMY KROC CENTER

NAME (PLEASE PRINT)

AGE

BIRTHDATE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT CELL PHONE

FOR AND IN CONSIDERATION of being permitted to use the Climbing Wall, its facilities, equipment, and/or apparatus, I, my heirs, assigns, or other successors in interest, do hereby release and forever discharge The Ray and Joan Kroc Center and The Salvation Army, and its officers, agents, employees, agencies and departments (hereinafter the "releasees") from any and all liability, claims, demands, damages, actions and causes of action of any nature whatsoever arising out of or related to any loss, damage, or injury including death, that may be sustained to me, or any property belonging to me, due to negligence or any other cause, resulting from, arising out of, or in connection with my use of the Climbing Wall, its facilities, equipment, or apparatus.

I am fully aware that climbing is an inherently hazardous and dangerous activity that can result in harm, loss, damage, personal injuries, or death. I am further fully aware that the risks of participation in climbing wall activities, include but are not limited to, being hit by falling objects including other participants, falling, impact or collision with other participants or spectators; personal injury including bruises, abrasions, broken bones, paralysis, head injuries, internal injuries; death; property damage and loss of property.

I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, which may be sustained by me, or any loss of or damage to property owned by me, as a result of being engaged in this activity.

I agree that my use of the Ray and Joan Kroc Center Climbing Wall for activities, including, but not limited to climbing, is entirely voluntary and with a complete and full understanding that any and all such usage involves hazards and dangers that can result in harm, loss, damage, personal injuries, and death.

I AGREE TO INDEMNIFY AND SAVE HARMLESS the releasees from all loss, damage and expense of any kind or character arising out of injury, death, damage or loss sustained by me due to participation in this activity.

IN SIGNING THIS RELEASE, I CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) (OR CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND THE PARENT/GUARDIAN OF THE PARTICIPANT WHO IS UNDER THE AGE OF EIGHTEEN 18 AND ENTER THIS AGREEMENT ON THE PARTICIPANT'S BEHALF) COMPETENT TO SIGN, AND REPRESENT THAT I HAVE COMPLETELY READ AND FULLY UNDERSTOOD AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE. COMPETENT TO SIGN, AND REPRESENT THAT I HAVE COMPLETELY READ AND FULLY UNDERSTOOD EACH AND EVERY PROVISION AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE OF LIABILITY AND THAT I AM VOLUNTARILY EXECUTING THIS AGREEMENT.

MEMBER/PARENT/GUARDIAN SIGNATURE

DATE

MEMBER/PARENT/GUARDIAN NAME (PLEASE PRINT)

RETURN COMPLETED FORM TO THE CLIMBING WALL DESK OR EMAIL TO CLIMBING@KROCCDA.ORG