



Release of Liability / Agreement Not to Sue
"The Rock" Climbing wall

Name: _____ Age: _____ Gender: M F

Address _____

City _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone _____

Emergency Contact: _____ Phone: _____

Relationship to Participant: _____

I _____, AM AWARE THAT ROCK CLIMBING/ARTIFICIAL WALL CLIMBING INCLUDES CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY OR DEATH. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY AND/OR INSTRUCTION WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE RISKS INVOLVED.

Please Initial: _____

In consideration of being allowed to use the climbing facility of South Summit Aquatic & Fitness Center.

1. I agree that I will not sue, or otherwise make any claim against South Summit School District, Aquatic & Fitness Center their employees, agents and contractors (collectively referred to herein as SSAFC), any other users or sponsors / providers, or their employees, agents, and contractors, for any loss, injury or damage resulting from participation in rock climbing / artificial wall climbing activities.
2. I agree that SSAFC, any other user or sponsors / providers, and their employees, agents, and contractors, will not be legally responsible for any loss, injury or damage resulting from any causes including negligence.
3. I agree that use of the climbing facility will be according to the instructions of SSAFC and any other sponsors / providers.

4. I agree that any equipment which I provide or may borrow or rent from SSAFC or any other sponsors / providers during this activity, I use at my own risk. I understand and agree that SSAFC and any other sponsors / providers shall not be liable for any loss, damage or injury resulting from the use of said equipment. The CENTER and any other sponsors / providers make no warranties regarding this equipment.

5. To the fullest extent allowed by law I agree to RELEASE, INDEMNIFY and HOLD HARMLESS SSAFC, any other users, sponsors / providers, their employees, agents, and contractors from all actions or claims from myself, my heirs or personal representatives for any loss, injury, or damage resulting from participation in rock climbing / artificial wall climbing activities, including the use of any equipment.-

6. The terms of the release shall also be binding as to any other persons, including all family members, heirs, executors, or administrators, and including any minors who may accompany me. I understand this is a binding contract that supercedes any other agreements or representations, and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law.

7. **Emergency Treatment:** I hereby authorize SSAFC program staff to act on my behalf in accordance with their best judgment in case of an emergency involving me or my child, and agree to assume full responsibility for all expenses, medical or otherwise, that may arise there from. I understand that I or my insurance company will be billed for such emergency treatment.

8. I am legally competent to sign this release or my parent or guardian has also read and signed this release.

I HAVE CAREFULLY READ THIS AGREEMENT. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Signature of Participant: _____ <small>(Must also be signed by parent or guardian if participant is under the age of 18 years or age)</small>	Date: _____
Parent or Guardian : _____ <small>(Must be signed in the presencs of a South Summit Aquatic & Fitness Center employee)</small>	

If I am signing on behalf of a minor, in addition to the above, I also agree to RELEASE, HOLD HARMLESS and INDEMNIFY SSAFC, other users, any other sponsors / providers, and their employees, agents and contractors for any claim of the minor. I agree to be responsible for any medical expenses incurred by the minor.