



LONG LINES FAMILY REC CENTER AND CLIMBING



RELEASE, INDEMNIFICATION, AND REPRESENTATIONS

THIS IS A LEGALLY BINDING AGREEMENT. By signing this Agreement, Release and Waiver of Liability you will waive your right to bring a court action to recover compensation or to obtain any other remedy for injury to yourself or your property or for your death, however caused, arising out of your use of the climbing wall and other facilities at the Long Lines Family Rec Center and/or your participation in its events and activities.

I represent that I am voluntarily using LLFRC and its climbing wall and voluntarily participating in activities and events sponsored in whole or in part by LLFRC, and with full knowledge of the significant and inherent risks and hazards involved, and for myself, my heirs, dependents, assigns and personal representatives, I ASSUME SUCH RISK AND HEREBY WAIVE AND RELEASE HARMLESS the CITY and their respective members, managers, employees, agents and representatives, the builders and installers of LLFRC’s climbing wall and facilities, and other climbers, volunteers, or participant in activities at LLFRC, from and against any and all causes of action, claims, or demands of any nature whatsoever, including but not limited to claims of negligence, which I, my relatives, heirs, dependents, assigns and personal representatives may now have or have in the future on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of LLFRC and/or participation in LLFRC climbing wall activities and events and other facilities whether that use is supervised or unsupervised, however, the injury is caused, including but not limited to the negligence of the above-named releasees.

I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS CITY and their respective members, managers, employees, agents and representatives, from and against any and all causes of action, claims, demands, losses, expenses (including attorney’s fees), and other costs of any nature whatsoever arising out of or in any way related to my use of LLFRC and/or participation in LLFRC activities and events.

By signing this Agreement I intend to release those persons named above from any liability occasioned by my use of LLFRC and/or participation in LLFRC activities and events. I acknowledge that the fees and dues that I have paid to LLFRC to use its facilities and participate in activities and events have been based upon all users and participants executing this and similar agreements releasing City from any and all liability to the fullest extent permitted by law.

I represent that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

I represent that, for my own safety and for the safety of other users of LLFRC facilities, I have made myself aware of LLFRC’s policies and rules and agree to abide by and to help enforce those policies and rules. I have read and understand the “**Acknowledgement of Risk and Waiver**”. I am cognizant of the “**Rules of Conduct**” as posted and agree to abide by said conduct.

I understand that indoor climbing is not the same as outdoor climbing, and I acknowledge that I have been advised to seek qualified instruction before attempting to climb outdoors.

If any provision of this Agreement is held to be void or unenforceable under any law, I agree that the unlawful portion shall be deemed stricken and that all remaining provisions shall continue to be valid and binding upon me. In the event that a provision is stricken, I agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

I agree that this Agreement, Release and Waiver of Liability shall remain in full force and effect until such time as I revoke it by written notice given to the LLFRC.

I have read, understand and will abide by the “Acknowledgment of Risk and Waiver”. I am cognizant of the “Rules of Conduct” and will comply with the rules.

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TO THE CITY FOR MYSELF AND AS PARENT/GUARDIAN: By signing this document I state and affirm that I understand the risks associated with wall climbing and other activities, and that I am aware that by allowing myself or my child to participate in these activities I am exposing myself or my child to the risks identified throughout this document. I hereby give the CITY and its appointed staff authority to secure medical assistance for myself or my child for which I agree to be financially responsible. I agree to assume financial responsibility for any damage to third persons or their property caused by myself or my child. By signing this document I, as an adult and as parent or legal guardian of the minor whose name appears on the Agreement, Release and Waiver of Liability, verify that I have read this Agreement, Release and Waiver in its entirety and, on behalf of myself or my child, I hereby knowingly, intentionally, and voluntarily waive, release, indemnify and agree to hold harmless the CITY and its appointed staff from and all actions, suits, claims, damages, liability and loss (including attorney fees and costs that I or my child may have for any damage, injury, paralysis, loss or death to myself or my child or myself or my child's property arising out of or related to my or my child's use of the climbing wall or other facilities, whether such damage, injury, paralysis, loss or death results from negligence of any other released parties or from some other cause. I further agree that I have full and sole responsibility for the safety and well-being of myself or my child while I or my child is on the LLFRC premises. I personally agree to indemnify and hold the CITY and its appointed staff harmless for damage or liability they may suffer (including attorney's fees) arising out of (1) any lack of authority on my part to enter into this Agreement, Release and Waiver on behalf of the minor identified herein or (2) in the event any part of this Agreement, Release and Waiver is held unenforceable by a court and the is assessed any costs, liability or damage as a result.

Furthermore, by signing this document I indicate that:

1. I understand and have explained the risks associated with this activity to my child so he/she understands the risks. We freely and voluntarily assume the risks inherent in the sport of climbing/bouldering, and understand and acknowledge that the participant could suffer personal and potentially serious injury.
2. CITY and its appointed staff may secure such medical advice and services as it, in its sole discretion, may deem necessary for myself or my child's health and safety and I shall be financially responsible for such advice and services.
3. I understand it is my and my child's responsibility to abide by the rules and regulations imposed on the climbers by City staff. I understand and have explained to my child the need to follow the instructions given by City staff or the instructor.
4. I agree to HOLD HARMLESS AND INDEMNIFY CITY and its appointed staff from any and all liability for any damage to the property of, or personal injury to, any third party resulting from myself or my child's participation in this activity.
5. I agree that this Release, Indemnification, And Representation and parental consent given herein shall remain in full force and effect until such time as I revoke it by written notice given to the LLFRC.
6. I designate _____ an adult person, to be the temporary guardian of my children when participating in the climbing facilities.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM ACCEPTING FINANCIAL RESPONSIBILITY FOR ANY MEDICAL ASSISTANCE THE CITY MAY DEEM NECESSARY FOR MYSELF OR MY CHILD'S HEALTH AND SAFETY AND ALSO FOR ANY DAMAGE TO THIRD PERSONS OR THEIR PROPERTY THAT MYSELF OR MY CHILD MAY CAUSE; AND THAT I AM RELEASING THE CITY AND ITS APPOINTED STAFF FROM ANY AND ALL LIABILITY FOR INJURIES, INCLUDING DEATH OF MYSELF OR MY CHILD ARISING OUT OF USING THE LLFRC'S CLIMBING WALL AND OTHER FACILITIES.

Date: _____

Emergency Phone # _____

Parent/Guardian Name [Please Print]

Signature of Parent/Guardian

Minor's Name [Please Print]

Minor's Name [Please Print]

Minor's Name [Please Print]

Minor's Signature

This agreement must be completed in full, signed by an adult before climbing will be allowed.