



VRC CLIMBING WALL WAIVER FORM

If not accurate and fully completed in blue or black ink, this form will not be accepted.

Climber's Name: _____ Today's Date: _____
(Please print) LAST FIRST

Climber's Birthdate: ____/____/____ Age: _____ Climber's Phone: (____) _____

Climber's Address: _____
Street City State Zip

Emergency Contact: _____ Phone: (____) _____

ALL CLIMBERS MUST BE 6 YEARS OF AGE

Participant Agreement, Release & Acknowledgment of Risk

In consideration of the services of the Vandalia Parks and Recreation Department (VPRD), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge the VPRD, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate AS FOLLOWS:

1. I acknowledge that rock climbing on an artificial climbing wall entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Such risks include, among other things: falling off the wall or rock, loose and/or damaged artificial holds or loose rock; rented equipment failure, falling to the ground, on other users, or being fallen on by other users; abrasions from the wall or rock, ropes, pads, or the floor/ground; equipment failure; belay and/or belayer failure; climbing out of control or beyond ones personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the VPRD from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the VPRD's equipment or facilities, including any such claims which allege negligent acts or omissions of the VPRD.
4. Should the VPRD or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against VPRD, I agree to do so solely in the state of Ohio, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. **By signing this document**, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the VPRD on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____ (print minor's name) being permitted by VPRD to participate in its activities and to use its equipment and facilities, as per the above language, I further agree to indemnify and hold harmless VPRD from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Climber age 17 and under:
Parent/Legal Guardian Signature: _____ **Date:** _____

Climber age 18 and over:
Climber Signature: _____ **Date:** _____