

## MASON COMMUNITY CENTER CLIMBING WALL

### Acknowledgement of Risk and Agreement to Participate; Waiver and Release of Liability

**Notice: This document must be fully completed prior to participation.**

**This is a legally binding agreement.**

Please read it thoroughly and understand the contents.

By signing this document, you verify your understanding of the risks involved in participation with or at the indoor rock climbing facility at the Mason Community Center, and you assume the risks (known or unknown, contained herein or not) associated with participation in the activities at the present date or at any future date. By signing this document, you also renounce any right or capability to recover compensation or to claim any other remedy for any personal or bodily injury, damage to property, death or any other loss or casualty resulting from participation with the indoor rock climbing facility at the Mason Community Center, at the present date or at any future date. Finally, in signing this document, you assert that you have reviewed and understand the safety information and policies regarding these facilities.

**Acknowledgement of Risk and Agreement to Participate:** The sport of indoor rock climbing presents inherent dangers and risks, both anticipated and unanticipated, including all manner of injury (both physical and emotional), paralysis, death, damage to property or to other participants, or other losses.

Physical injuries may include but are not limited to: Cuts, abrasions or bruising; musculoskeletal injury; head injuries; and the like.

Physical injury may result from any activity involving participation with the indoor rock climbing facility, including but not limited to: Contact or entanglement with climbing ropes or cables; Falling and impacting the rock climbing wall, protruding holds, the floor or other surfaces and fixtures, both permanent and temporary; The jolt of the climbing rope when it catches a falling climber; Falling climbers, ropes or other objects; Overexertion or participation in activities beyond individual skill level, physical or mental capability; Failure of equipment, including ropes, belay devices, harnesses, artificial holds, anchor points, climbing hardware, cables, or any other element of climbing structure or any climbing equipment; Any activity in or near the climbing area, including climbing, belaying, lowering on the rope, or any other climbing or ropes course activity; Any neglect to follow established safety policies and procedures by any climber, belayer, spotter, spectator or any other person in or near the climbing area.

Participation in the sport of indoor rock climbing **does not** prepare participants for the sport of outdoor rock climbing. Further education, experience, and training are necessary to prepare participants for the inherent dangers and risks associated with outdoor rock climbing, which differ from those associated with indoor climbing.

**Waiver and Release of Liability:** Following consideration and recognition of the inherent risks of participation with the indoor rock climbing facility at the Mason Community Center, I agree, on behalf of myself, my heirs, my estate, guardians, legal representatives, agents, and assigns, to hereby release, waive, and forever discharge the City of Mason and the Mason City School District, their elected and appointed officials, employees, agents and volunteers, or other representatives from any claims of personal injury, damage to property, death or any other loss, claim or casualty resulting from participation with the indoor rock climbing facility. I agree to indemnify and hold harmless the City of

Mason and the Mason City School District, their elected and appointed officials, employees, agents and volunteers or any parties mentioned herein from all liability, at the present date or any future date, regardless of the circumstances of the claim, whether participation is supervised or unsupervised, and whether any breach of contract or duty of care takes place. I understand that this document is legally binding for me as well as the parties mentioned herein, and I agree not to sue or otherwise make any claim against the City of Mason and the Mason City School District or any parties mentioned herein and that they will not be held legally responsible for any loss I may suffer from participation in any way connected with the indoor rock climbing facility.

**Medical History:** I understand that participation in this activity is NOT recommended for persons who have any allergies or medical conditions or problems such as heart condition, seizures, high blood pressure, stomach problems, joint problems, hearing difficulty, breathing condition, diabetes, back problems, vision problems, migraines, dizziness, poor circulation, arthritis, toothaches, past surgery, or any other medical condition or difficulty that would prevent me from safely participating in this event. If I or the participant named below has any of these or other conditions or problems and still chooses to participate in this activity, I assume all risks associated with such participation.

**Release of Photographs:** I understand that photographs and/or videotapes of me and my family members may be taken for use in promoting the City of Mason activities and facilities in future editions of *CenterPoint*, in a variety of other publications, on signage throughout the Community Center, and for other uses by the City of Mason. I hereby give my permission to use such photographs without compensation to me.

**With clear knowledge** of the risks involved in participation with the indoor rock climbing facility, including, but not limited to those outlined herein, I voluntarily assume all risks associated with participation, known or unknown, and I agree to follow all safety policies and procedures established by the City of Mason for participation with the indoor rock climbing facility. I further certify, acknowledge and agree that the participant named below is of the physical, emotional and mental capability necessary for participation with the indoor rock climbing facility, at the present date and any future date.

**Safety Note:** I understand that if a Mason Community Center staff member feels it is unsafe for me to climb for any reason, I will be asked to forgo participation in this activity on that day.

**I represent that I am a participant of legal age (18 or over) or that I am the parent or legal guardian of the participant named below. I have carefully read and clearly understand the provisions of this document, and I voluntarily sign this document agreeing to its terms and releasing the City of Mason and the Mason City School District from liability for losses resulting from participation with the indoor rock climbing facility, at the present date or any future date.**

Printed Name of Participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(must be at least 5 years of age to climb)

\_\_\_\_\_  
Signature of Participant Date: \_\_\_\_\_

Printed Name of Parent or Legal Guardian (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Legal Guardian (if participant is under 18) Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

In case of emergency, notify: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_