

Easton Community Center Rock Climbing Waiver

In consideration of my being allowed to use the Easton Community Center Rock Climbing Wall ("Climbing Wall"), its related facilities and equipment ("Facilities") and participate in the Climbing Wall Program ("Program"), I, the undersigned, hereby agree to and acknowledge the following:

1. ASSUMPTION OF RISK: I hereby acknowledge and accept and agree that the sport of rock climbing and the use of the Climbing Wall involve inherent risks. I received full information regarding the Climbing Wall at the ECC and had the opportunity to ask any questions that I wished. I have examined the Climbing Wall and have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Climbing Wall, including, but not limited to:

- a. All manner of injury resulting from my falling off or from the Climbing Wall and hitting the floor, wall faces, people or rope projections, whether permanently or temporarily in place;
- b. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall such as, but not limited to, climbing, belaying, rappelling, lowering of ropes, rescue systems, and any other rope techniques;
- c. Injuries resulting from the actions or omissions of others, including but not limited to falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts or personal effects;
- d. Cuts and abrasions resulting from skin contact with the Climbing Wall or any other surface;
- e. Failure or misuse of ropes, slings, harnesses, climbing holds, anchor points, or any part of the Climbing Wall;
- f. Failure to follow ECC employee instruction or failure to ask for information or assistance.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall, the Program and Facilities and I agree that such list in no way limits the extent or reach of this Assumption of Risk, Release and Indemnification. If I hear or see anything I feel is questionable or dangerous, it is my responsibility to ask or inform ECC employees until corrected or satisfactorily answered.

2. RELEASE: In consideration of my use of the Climbing Wall, and/or the Facilities and/or participation in any Program or competition offered by or held at the ECC, I hereby release and discharge the Town of Easton, the Easton Community Center Inc. ("ECC"), their directors, officers, affiliates, agents and employees and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including attorneys fees and disbursement) incurred by me or in any way related to, or arising out of, the use or intended use of the Climbing Wall, the Program and/or the Facilities whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful death including any such claims which allege negligent acts or omissions of the ECC.

3. INDEMNIFICATION: I hereby agree to indemnify and hold harmless The Town Of Easton, the ECC, their directors, officers, affiliates, agents and employees and their successors and assigns, from any and all causes of action, claims, demands, losses and costs of any nature whatever arising out of or in any way relating to my use of the Climbing Wall, the Program or the Facilities, including any such claims which allege negligent acts or omissions of the ECC.

I understand and agree that the ECC and its personnel reserve the right to deny access to any of the ECC facilities to any individual permanently, or for a specific period of time, for any breach of any of the ECC's policies, rules and regulations or for any conduct that is viewed as unsafe or inappropriate.

I expressly state that I have read, understand and am familiar with this document and all its provisions and that I have full knowledge of the nature and extent of the risks incident to and inherent in the sport of rock climbing and my use of the Climbing Wall, the Program and/or Facilities. I hereby voluntarily and knowingly assume those risks and understand that I will be solely responsible for any injury, loss or damage, including death, which I sustain while using the Climbing Wall, Program and/or the Facilities and that by this agreement, I relieve The Town of Easton and the ECC from any and all liability for such injury, loss, damage or death.

I expressly state that I am in good health and that I have no physical limitations that would preclude my safe use of the Climbing Wall, Program and/or the Facilities. I am at least 18 years of age and otherwise legally competent to sign this Assumption of Risk, Release and Indemnification. This Assumption of Risk, Release and Indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. (If under the age of 18, this release must be signed and filled out below by the parent of the Minor). In the event that I file a lawsuit against the ECC, I agree to do so solely in the state of Connecticut, and 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 Assumption of Risk, Release and Indemnification is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Participants Signature

Address

City, State, Zip

Participants Name (print clearly)

E-Mail

Today's Date

Home Phone

Date of Birth

PARENT'S ADDITIONAL INDEMNIFICATION, TO BE READ AND SIGNED BY PARENT OF MINOR

In consideration of _____ (print minor's name) being permitted by the ECC to participate in its activities and to use its Climbing Wall equipment and facilities, I further agree to indemnify and hold harmless the Town of Easton and the ECC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation of Minor. I hereby state that I am the parent or legal guardian of the Minor named above. I am familiar with and consent and agree to the terms and provisions set forth in this Assumption of Risk, Release and Indemnification for the ECC and the Town of Easton.

Signature of Parent

Parent's Name (Print Clearly)

Today's Date