

Climbing Wall Activities

Assumption of Risk, Release of Liability, Covenant Not To Sue and Indemnification Agreement Girl Scouts Eastern Washington & Northern Idaho

This Document Affects Your Legal Rights, Read It Carefully

In consideration of being allowed use of the climbing facilities of Girl Scouts Eastern Washington & Northern Idaho (GSEWNI):

1. I acknowledge that climbing is a HAZARDOUS RECREATION ACTIVITY with RISK of damage or PERSONAL INJURY, including PARALYSIS or DEATH, to any person or property. Such hazards include burns, cuts, abrasions, punctures and fractures to any part of the human anatomy including: head, back, neck and spinal cord as a result of, for example: falls, equipment failure, improperly tied knots or rope technique, improperly buckled harnesses, loosened or damaged climbing holds and anchors, bad decision making, negligent or inattentive belayers or climbers.
2. I agree to use the climbing facilities in accordance with the rules and instructions of GSEWNI staff, volunteers, sponsors, or providers.
3. I agree that any equipment that I provide, or may borrow or rent from GSEWNI or other sponsors/providers during this activity, *I use at my own risk*. I understand, and agree, that GSEWNI and any other sponsors/providers shall not be liable for any loss, damage, or injury resulting from the use or suitability of said equipment. GSEWNI and any other sponsors/providers make no warranties of any kind regarding this equipment.
4. I hereby release and agree to indemnify and hold harmless: GSEWNI, its officers, employees, agents, instructors, patrons, participants, volunteers, wall builders and designers, equipment manufacturers, lessors, and insurers (hereinafter referred to as "parties released"), from and against any liability, demand, claim or right of action for any damage or injury, including paralysis or death, to any person or property, resulting from the participation in rock climbing/artificial wall climbing activities, equipment use or negligence of GSEWNI or other "parties released".
5. I further Covenant Not To Sue or make any demand or claim against GSEWNI or other "parties released", for or by reason of any such damage or personal injury from my participation in climbing activities at GSEWNI or other locations.
6. If I am a Parent or Guardian of any minor person under 18 years of age participating in climbing activities sponsored by GSEWNI, I make these representations and agree to the terms herein on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I agree to Release, Hold Harmless, Covenant Not To Sue, and Indemnify GSEWNI, and other "parties released" for any claims of the minor.
7. I will pay all fees, damages and costs, including attorney fees, GSEWNI or other "parties released" may incur in the enforcement of this agreement.
8. I, or the minor climbing participant is physically fit and know of no medical or health reasons to exclude participation in a climbing activity.
9. This agreement binds: myself, my family, my assigns, estate, heirs, and personal representatives.
10. **This contract shall be enforced under the laws of the State of Washington.**

I HAVE CAREFULLY READ, AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.

PRINT CLEARLY:

_____/_____/_____
Climber's Full Name Birthdate Parent/Guardian Full Name (If climber is under 18)

Address _____ Phone (____) ____-_____
Street City State Zip

Climber's Signature Date Parent/Guardian's Signature Date