

Rock Climbing Wall

Acknowledgement of Risk Waiver and Release of Liability

NOTICE: This is a legally binding agreement and by signing it you give up your right to bring a court action to recover compensation or to obtain any other remedy if you are injured using the rock-- climbing wall at Sandy Spring Friends School.

I am aware that rock wall climbing includes certain inherent and man-- made risks including, but not limited to, the risk of serious injury or death. My participation is totally voluntarily, and undertaken with knowledge of the risks and dangers involved, and I expressly assume all such risks, and accept full responsibility for all risks involved.

I acknowledge that the inherent risks of using the climbing wall include, but are not limited to:

- All manner of injury resulting from falling off or slipping on or from the climbing wall and hitting rock faces and projections, whether permanently or temporarily in place, or hitting the floor;
- Rope abrasion, entanglement and other injuries resulting from activities on or near the rock climbing wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
- Injuries resulting from falling climbers or dropping items, such as, but not limited to, ropes or climbing hardware;
- Cuts and abrasions resulting from skin contact with the rock climbing wall;
- Failure of rope, slings, harnesses, climbing hardware, anchor points, or any part of the rock climbing wall structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the rock climbing wall and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Release/Indemnification and Covenant Not to Sue:

In consideration of my use of the rock climbing wall, I (print name) _________, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Sandy Spring Friends School and Summer at Sandy Spring, its officers, elected officials, agents and employees from any cause of action, claim, or demand of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against Sandy Spring Friends School or Summer at Sandy Spring 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 the rock climbing wall whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the NEGLIGENCE of Sandy Spring Friends School or Summer at Sandy Spring, its officers, elected officials, agents and employees.

In consideration of my use of the rock climbing wall, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS Sandy Spring Friends School or Summer at Sandy Spring, its officers, elected officials, agents and employees from any and all causes of action, claims, demand, losses, or costs of any nature whatever arising out of or in any way related to my use of the rock climbing wall.



I hereby certify that I have full knowledge of the nature and extent of the risks inherent to the use of the rock---climbing wall and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the rock climbing wall and that by this agreement, I am relieving Sandy Spring Friends School and Summer at Sandy Spring of any and all liability for such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of the rock---climbing wall.

I further certify that my date of birth is (month/date/year) ____/___, that my present age is _____, and, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement and, if I am under 18 years of age, the section below must be completed by my parent or guardian. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed at the Sandy Spring Friends School campus

this ______ day of ______, in the year ______.

Rock Climbing Wall User's Name (print clearly)

Witness' Name (print clearly)

Signature

Signature

For Any Climber Under the Age of 18:

Parent or Legal Guardian: I have carefully read and fully understand this agreement. I agree to release, hold harmless and indemnify Sandy Spring Friends School and Summer at Sandy Spring, its officers, elected officials, agents and employees from any and all liabilities and claims of the minor.

Name of Climbing Participant (if under 18)

Printed Name of Parent/Guardian

Signature of Parent/Guardian