

Rock Wall Climbing Assumption of Risk, Release of Liability, and Indemnification Agreement



Adult climber or Guardian's Last Name: _____ **First Name:** _____

Minor Climber's Last Name if any : _____ **First Name (s)** _____

Address: _____

City _____ **State** _____ **Zip** _____

Phone: _____ **Male/Female** _____ **Date of Birth/s** _____

Emergency Contact: _____ **Phone:** _____

Medications taken by climber/climbers : _____

Allergies: _____

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT AND BY SIGNING IT YOU GIVE UP YOUR RIGHT TO FILE A LAWSUIT, RECOVER COMPENSATION, OR OBTAIN ANY OTHER REMEDY AGAINST DOUGLAS COUNTY IF YOU ARE INJURED USING THE ROCK CLIMBING WALL AT THE DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER. PLEASE READ CAREFULLY.

I have voluntarily chosen to participate in rock wall climbing at the Douglas County Community and Senior Center. I am aware that rock wall climbing is inherently dangerous, and may result in serious injury or death. My participation in rock wall climbing is undertaken with full knowledge of the risks and dangers involved, which include, but are not limited to:

- Falls, fractures, paralysis, concussions, overexertion, overheating, injuries from my lack of fitness or conditioning, communicable diseases, and exposure to allergens which could cause allergic reactions;

- Rope abrasion, entanglement or other injuries resulting from rock wall climbing activities such as climbing, belaying, rappelling, lowering on rope, rescue systems, or any other climbing/rope techniques;
- Injuries resulting from the negligence of others, falling climbers, or dropping items such as ropes and climbing hardware;
- Cuts and abrasions resulting from skin contact with the rock climbing wall and related equipment;
- Failure of equipment including, ropes, slings, harnesses, climbing hardware, anchor points, or any other part of the climbing wall structure.

I further acknowledge that the above list does not include all possible risks of rock wall climbing, and that the above list in no way limits the application of this agreement.

In consideration of my use of the Rock Climbing Wall at the Douglas County Community and Senior Center, and with full knowledge of all related risks, I hereby agree as follows:

1. **ASSUMPTION OF THE RISK(S):** I hereby freely assume the inherent risks and all other risks related to rock wall climbing, and any harm, injury, illness, or loss that may occur to me or my property as a result of my participation in rock wall climbing, including any harm, injury, or loss caused by the negligence of Douglas County, its employees, agents, officers, volunteers, and contractors, and any other rock wall climbing participants. I also understand that any equipment that I provide or may borrow from Douglas County or others I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.
2. **RELEASE OF LIABILITY.** I, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, do hereby release Douglas County, its employees, agents, officers, elected officials, volunteers, and contractors from any cause of action, claim, liability, 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 Douglas County on account of personal injury of any kind, property damage of any kind, death, or accident of any kind, arising out of or in any way related to my use of the rock climbing wall. I understand that I will be solely responsible for any injury, loss, or damage, including death, that I sustain relating to my use of the rock wall, and that by this agreement, I relieve Douglas County of any and all liability for such injury, loss, or damage, including death.
3. **INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.** I hereby promise to indemnify, hold harmless, and defend Douglas County, its employees, agents, officers, elected officials, volunteers, and contractors, from any cause of action, claim, liability, or demand of any nature whatsoever, including but not limited to, a claim of negligence arising out of or in any way related to my use of the rock climbing wall. I also promise to

indemnify, hold harmless, and defend Douglas County from any and all claims relating to my own negligence, and any other claim arising out of my use of the rock climbing wall.

4. **AGREEMENT TO FOLLOW ALL ROCK CLIMBING WALL RULES.** I hereby agree to follow all rock climbing wall rules provided by Douglas County.

5. **SEVERABILITY.** I agree that this agreement shall operate as an Assumption of the Risk, Release of Liability, and Indemnification agreement as broad and inclusive as allowable under Nevada law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable by a court of law, then the remaining portion or provisions will continue in full force and effect.

6. **APPLICABLE LAW AND FORUM.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, without any reference to choice of law rules. I agree that any dispute arising from or related to this Agreement, or in any way associated with my use of the rock climbing wall shall be brought only in the 9th Judicial District Court for the State of Nevada., and I agree and consent to the exclusive jurisdiction and venue of the court for any such dispute.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS AGREEMENT HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THE WRITTEN AGREEMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT VOLUNTARILY.

Signature of Rock Wall User: _____
Printed Name: _____
Date: _____

IF ROCK WALL USER IS A MINOR, SIGNATURE OF A PARENT OR RESPONSIBLE ADULT IS REQUIRED BELOW

In consideration of the minor child being permitted to use the rock climbing wall, I accept and agree to the full contents of this Agreement. I certify that I have full authority to sign this Agreement on behalf of the minor child, and intend to bind the minor child and myself to all Agreement terms.

Parent/Responsible Adult Signature: _____
Relationship to Minor: _____
Printed Name: _____
Date: _____