

## **THREE RIVERS PARK DISTRICT CLIMBING TOWER Waiver Of Liability**

Warning: This agreement is legally binding. By signing it, you give up your right to recover compensation, through the courts or otherwise, for any personal injuries, damage to your property or from your death, arising out of your use of the Three Rivers Park District Climbing Tower or your participation in classes, clinics or activities sponsored by the Three Rivers Park District. You will be releasing from Liability the owners, operators, staff, employees and any volunteers of the Park District Climbing Tower. You will also be releasing any persons who have designed, engineered, manufactured or installed the Park District Climbing Tower. This release is binding even if the released persons have contributed to your injuries or death through their individual or collective negligence. This agreement also requires you to indemnify and hold harmless the persons released from any losses, liabilities, damages and costs.

### **Assumption and Acknowledgment of Risk**

I, the undersigned, acknowledge and agree that the use of the facilities, climbing tower or equipment of the Three Rivers Park District Climbing Tower and the taking of classes, clinics or participating in the activities sponsored by the Three Rivers Park District has inherent risks. Those risks include but are not limited to:

1. Injuries resulting from the NEGLIGENCE of the owners, operators, staff, employees and any volunteers who may be present at the Park District Climbing Tower, or the NEGLIGENCE of the designers, engineers, manufacturers or installers of the facilities, climbing tower, or equipment of the Park District Climbing Tower, or the NEGLIGENCE of the Park District.
2. Injuries or death resulting from the failure or negligent misuse of the facilities, climbing tower or equipment of the Park District Climbing Tower facility.
3. Injuries resulting from slips, trips or falls while using the facilities, climbing tower or equipment of the Park District Climbing Tower facility, including but not limited to injuries incurred while using the climbing tower
4. Injuries resulting from the fall of other persons who may come into contact with me or from any falls in which I come into contact with other persons.
5. Injuries that occur from the NEGLIGENCE or lack of adequate training of those persons at the Park District Climbing Tower facility who seek to assist with medical or other help either before or after injuries have occurred.

Should I use my own equipment, I agree to indemnify and hold harmless the Park District for any injury caused to others as well as myself.

I am aware of these and numerous other inherent risks in using the Park District Climbing Tower facility. I assume complete responsibility for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be solely responsible for any loss or damage that I sustain, including personal injuries to me, damage to my property or damages arising out of my death.

In consideration of my observing or using the Park District Climbing Tower and/or in consideration of my participation in the classes, clinics, competitions or activities sponsored by the Park District, I

hereby agree to release from all liability, discharge and promise not to sue the Park District \_ or any member, owner, employee, staff or volunteer or any other climber, visitor or person present in or using the climbing tower or equipment of the Park District\_ or the designers, engineers, manufacturers or installers of the Park District Climbing Tower facilities or equipment.

This agreement releases the aforementioned persons from any liability to me, my heirs or next of kin, assigns or personal representatives, from any losses or damage or claims or demands arising out of my personal injuries, damage to my property or from my death.

I understand that I am releasing the aforementioned persons from all liability even if their individual or collective negligence contributes to or causes my personal injuries, damage to my property or my death.

If any provision of this agreement is held invalid, said invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provisions, and to this end the provisions of this agreement are severable.

**INDEMNIFICATION AGREEMENT**

In consideration of my observing or using the facilities, climbing tower or equipment of the Park District Climbing Tower facility and/or in consideration of my participating in the classes and activities sponsored by the Park District Climbing Tower, I agree to indemnify and hold harmless the persons released and discharged by me from any loss, liability, damages or cost that they may incur due to the presence of any claims or actions against or by me, my heirs, next of kin, assigns or personal representatives, arising out of my observing or using the facilities, climbing tower and/or equipment of the Park District Climbing Tower facility or arising out of my participating in the classes, clinics or activities of the Park District Climbing Tower facility, or in the case of a minor child for whom I am responsible, any claim or action arising out of the minor child's use of the facility and/or participation in the referred to above classes, clinics or activities.

I HAVE READ THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WAIVER OF LIABILITY AND ASSUMPTION AND ACKNOWLEDGMENT OF RISK SET FORTH ABOVE, THOROUGHLY AND UNDERSTAND THE TERMS. NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THIS WRITTEN AGREEMENT. I AGREE TO SAID TERMS. THIS DOCUMENT IS A LEGALLY BINDING CONTRACT WHICH SUPERSEDES ANY OTHER AGREEMENTS OR REPRESENTATIONS BY OR BETWEEN THE PARTIES AND WHICH IS INTENDED TO PROVIDE A COMPREHENSIVE RELEASE OF LIABILITY, BUT IT IS NOT INTENDED TO ASSERT ANY CLAIMS OR DEFENSES WHICH ARE PROHIBITED BY LAW. THIS AGREEMENT IS GOVERNED BY THE APPROPRIATE LAWS OF THE STATE OF MINNESOTA.

IF ANY OR PART OF THIS IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT.

\_\_\_\_\_  
Dates

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
I AM THE PARENT OR GUARDIAN OF THE MINOR  
AND I AM SIGNING THE RELEASE ON BEHALF OF THE MINOR.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Parent/Guardian Signature