BOYS & GIRLS CLUB
OF FAYETTEVILLE

Indoor Climbing Wall Waiver of Liability; Indemnification Agreement and Covenant Not to Sue

Notice: This is a legally binding agreement, by signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for injuries to yourself, your property or for your death arising out of the Donald W. Reynolds Boys and Girls Club Indoor Climbing wall, now or anytime in the future.

Acknowledgement of Risk

I, the undersigned user, hereby acknowledge, that climbing on an artificial climbing wall, entails both known and unanticipated risks which includes but is not limited to: falling and striking the wall, the ground, other people, or other objects, being struck by others, faulty and/or loose holds; human error, equipment failure, abrasions from the wall, ropes and/or floor, strains, sprains, and other injuries which could occur, could result in emotional, or physical injury, paralysis, death, or damage to property, or to third parties. I, the undersigned also acknowledge that there is known inherent risks associated with the Indoor Climbing Wall including but not limited to the risk associated with exertion; the risk of falling and/or becoming entangled in climbing equipment; the risk of failure of climbing structures, climbing equipment or other related apparatuses; and risks of other participant's behavior, all of which may result in serious physical injury or death, and by participating on the climbing wall, I, the undersigned assume these risks.

Release/Indemnification and Covenant Not to Sue

In consideration of my use of the Donald W. Reynolds Boys and Girls Club Indoor Climbing Wall, I, the undersigned user, agree to release and, on behalf of myself, my heirs, representatives, executers, administrators and assigns, HEREBY DO RELEASE, INDEMNIFY and hold harmless the Donald W. Reynolds Boys and Girls Club (DWRBGC), 560 Rupple Road, Fayetteville, Arkansas 72704, its membership, administrative council, officers, staff, trustees, employees, participants, and volunteers from ordinary negligence and any course of action, claims, or demands of any nature whatsoever which I, my heirs representatives, executors, administrators and assigns may now have, or have in the future against DWRBGC, its membership, administrative council, officers, staff, trustees, employees, participants, and volunteers on account of but not limited to negligence, personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of DWRBGC Indoor Climbing Wall. I also state by signing this document that I am of good health and do not hold DWRBGC responsible for any injuries sustained by health problems including but not limited heart conditions, mental illnesses, or any physical incapability.

I hereby certify that I have read this waiver in its entirety and have full knowledge of the nature and extent of the risks inherent in the use of DWRBGC Indoor Climbing Wall and that I am voluntarily assuming the risks involved. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using DWRBGC Indoor Climbing Wall and that by signing this Agreement, I am relieving DWRBGC its membership, administrative council, officers, staff, trustees, employees, participants, and volunteers of all liability for negligence, damage or death.

If executing this document for a minor, I represent and warrant that I have the legal right to execute this waiver on behalf of the minor and that the release once executed by me is fully enforceable in accordance with its terms. I agree to indemnify DWRBGC and it directors, officers, employees and agents in the event the representation is not accurate.

_____

(Please Print) Last Name **First Name** **Age** **Gender** **Member (Yes or No)**

_____

Parent/Guardian Signature **Date**

560 North Rupple Road • Fayetteville, AR 72704 • Tel 479-442-9242 • Fax 479-442-6192 • www.fayettevillekids.org

Revised March 2017