



CLIMBING WALL WAIVER FORM

Lunda Community Center
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INDEMNIFICATION OF ALL CLAIMS AND COVENANT NOT TO SUE

By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the Climbing Wall at the Lunda Community Center now or anytime in the future.

ACKNOWLEDGMENT OF RISK

I hereby acknowledge and agree that the sport of rock climbing and the use of the Climbing Wall (hereinafter referred to as the Climbing Wall) has inherent risks. I have full knowledge of the nature and the extent of all the risks associated with rock climbing and the use of the Climbing Wall, included but not limited to:

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

RELEASE INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of the Lunda Community Center permitting my child(ren) and myself to use the Climbing Wall, I the undersigned user, on behalf of myself, my heirs, personal representative and assigns, expressly agree that my use of the Climbing Wall and related equipment and facilities at the Lunda Community Center shall be undertaken at my sole risk, and that the Lunda Community Center shall not be liable of any claims, demands, injuries, damages, actions or causes of action whatsoever, to me or to property, arising out of or connected to the use of any of the services, facilities or equipment related to the Climbing Wall at the Lunda Community Center or the premises where same are located; and I, on the behalf of myself, my heirs, personal representatives and assigns do hereby expressly forever release and discharge the Lunda Community Center, its officers, directors, agents and employees from all such claims, demands, injuries, damages, actions and causes of action and from all acts of active or passive negligence on the part of the Lunda Community Center, its officers, agents and employees.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the 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 Climbing Wall and that by this agreement, I am relieving the Lunda Community Center of any and all liability for such loss, damage, or death.

I further certify that my child's and my own am in good health physical condition are satisfactory to participate in the Climbing Wall. I further certify that I have received a copy of and have read the Lunda Center's rules and polices for using the Climbing Wall, and I agree to abide by those rules and policies.

I further certify that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

I acknowledge that I am aware of the risks and exposure both directly and indirectly arising out of, contributed to, by, or resulting from any and all viruses and/or diseases, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible or Coronavirus Disease (COVID-19) and/or any mutation or a variation thereof.

RULES AND POLICIES

Rules include, but are not limited to the following:

- Only authorized climbers may use the wall. Authorization can be obtained by checking in at the Front Desk, completing and signing the Climbing Wall Waiver Form and receiving a receipt to give to the Climbing Wall staff.
- All climbers must have a signed liability waiver on file at the Lunda Community Center.
- All climber will abide by the judgment of any Climbing Wall staff.
- No personal climbing gear will be allowed.
- There can be three climbers at one time. If other climbers are waiting, climbers may climb three times, then will be asked to take turns with other climbers. While waiting, climbers can wear harness, stand against the wall and wait for their turn.
- Must be 4 years old to climb. Parent/Guardian must accompany any child(ren) under the age of 10.
- During all climbing times, all climbers must properly fit in a harness. Fit is determined by the Climbing Wall staff. If the child is 88 lbs or less, they will be required to wear the child harness.
- Bouldering is not allowed.
- Appropriate athletic footwear is required. No open-toed shoes allowed.
- No food or chewing gum allowed around the Climbing Wall. Water bottle is accepted.
- Once you reach the top, please let go and descend to the base of the wall by pushing away from the wall with your feet.
- Do not climb across the wall. You sideways motion should never exceed two arm lengths in either direction.
- Your feet must always remain as the lower point of your body. There is no hanging upside down in the harness. Your feet must be the first thing to touch the floor.
- For your safety, there is a one warning limit. Climbing privileges will be revoked from anyone not utilizing safe climbing practices. Use at your own risk.

Name: _____ DOB: _____ Age: _____

Parent/Guardian: _____ Phone: _____

Address: _____ City/State/Zip: _____

Please list health restrictions (if any): _____

Primary Care Physician: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Participant Signature: _____ Date: _____

(Must also be signed by parent or legal guardian if participant is a minor under 18 years of age)

Parent/Guardian name (printed clearly): _____