



## Climbing Wall Liability Release Form

Release for Participant #1 \_\_\_\_\_

Release for Participant #2 \_\_\_\_\_

Release for Participant #3 \_\_\_\_\_

### NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.

**For one dollar and other good and valuable consideration**, including in consideration of participation in climbing wall activities at the Lexington Christian Academy Climbing Wall located at Lexington Christian Academy, Lexington, Massachusetts (“Climbing Wall”), I am entering this agreement with Lexington Christian Academy (“Academy”) on behalf of the spectators and climber(s) listed below (all spectators and climbers hereinafter called “Participants”).

**I hereby acknowledge and agree** that the sport of climbing involves strength, dexterity, coordination and balance and that, there are dangers inherent to the activity including but not limited to the fact that Participants are likely to lose their grip and fall while using the Climbing Wall. I have full knowledge of the nature and extent of all the risks associated with indoor climbing facilities, including, *but not limited to*, death or serious injury resulting from accidents, *including but not limited to*, arising from the following causes:

1. Negligence of operators, employees, or volunteer assistants of the Academy;
2. Negligence of other climbers, visitors, participants or persons who may be present;
3. Negligence of designers, manufacturers, or installers of the facilities, climbing walls or equipment of the Climbing Wall;
4. Negligence of the Academy trustees, officers, teachers and staff not listed above;
5. Falls, trips, or slips at the Academy associated with use of the Climbing Wall for any reason. Without limiting the foregoing, those reasons include falls, trips or slips resulting from improper belaying technique or incomplete or incorrect instruction;
6. Injuries arising out of impacts with the Climbing Wall faces and projections whether permanently or temporarily in place or on the floor;
7. Injuries arising out of impacts with other persons;
8. Injuries arising out of impacts with other equipment including ropes;
9. Injuries arising out of impacts with the floor;
10. Failures of any or all equipment including but not limited to ropes, slings, bolts, chains, climbing hardware, anchor points, climbing holds or any part of the Climbing Wall structure.

**I agree that the Academy is not responsible for any injury or loss of property** to any person suffered while watching or participating in activities at the Climbing Wall. By signing this agreement, I agree that I have given up my rights, if any, to file suit against the Academy to seek compensation or any other judicially-imposed relief for any damages or injuries I suffer, including death, connected with or arising out of my use of the Climbing Wall now or any time in the future.

**I further agree to indemnify and hold harmless** the Academy, trustees, officers, teachers, staff, other employees, agents, attorneys, or representatives of them for any and all claims arising as a result of the Participant(s) engaging in or receiving instruction in activities sponsored by the Academy pertaining to the Climbing Wall or any activities incidental thereto, wherever, whenever, or however the same may occur.

**I certify that I and each Participant listed below is in good health and has no known physical limitations, which would preclude his/her use of the facilities.**

Without limiting the foregoing, this waiver and release is intended to apply to any reason or action whatsoever, including negligence on the part of the Academy, or any employees, agents, or representatives of them or any other climber, or person present at or participating in activities sponsored by the Academy associated with the Climbing Wall.

**I further agree the following provisions shall apply to this Agreement:**

- a. Choice of Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.
- b. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns and, in the event of death, their heirs, executors, administrators.
- c. Entire agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understandings, with respect to the matters provided for herein.
- d. Amendment. This Agreement shall not be amended or waived except by written amendment duly executed by the authorized representatives of the party or parties to be charged therewith.
- e. Venue. I agree that the Superior Court, Middlesex County, Massachusetts shall be the only proper forum and court of competent jurisdiction for any dispute arising hereunder.
- f. Limitation of action. Any legal action arising from or in connection with this contract must be brought within one year after the cause of action arises.
- g. Severability. I understand that this waiver is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Massachusetts if any provision herein should, for any reason, be construed by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall remain in full force and effect and be construed so as to make this Agreement enforceable to the maximum extent allowed by law.

**The following shall apply to participation by minors: My child is voluntarily participating in this activity with knowledge of the danger involved** and hereby agrees to accept any and all inherent risks listed above. I, as a parent or legal guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in this release form.

**I have read this form fully and understand that by signing this form, I am giving up legal rights and/or remedies** which may be available to me for the negligence of the Academy and any parties listed above.

Prior to participating, I agree to follow the Safety Policies, sign the Safety Policies Agreement and pass a Belay Test.

Signature of Participant (over 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

Participant #1: \_\_\_\_\_ has my permission to use the Climbing Wall.

Participant #2: \_\_\_\_\_ has my permission to use the Climbing Wall.

Participant #3: \_\_\_\_\_ has my permission to use the Climbing Wall.

Signature of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_