



**CLAYTON BAPTIST CHURCH CLIMBING WALL WAIVER**

**NOTICE: This is a legally binding contract.** In consideration of my being permitted by Clayton Baptist Church (CBC) to climb on its climbing wall or participate in its climbing classes, I agree to the following waiver and release and I make the following representations:

**I hereby acknowledge the inherent extreme risks in rock climbing**, including on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls and equipment, bad decision making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may have become loose or damaged, and freakish accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing and I agree that said list in no way limits the extent or reach of this release. **I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISK INVOLVED.** \_\_\_\_\_(initial)

I voluntarily agree to assume all risk of personal injury, including paralysis and death, that may occur while I am in the facility or participating in any event or program or while I am climbing anywhere at any time, whether or not under supervision of CBC personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend CBC, it's successors, assigns, officers, employees, and wall designers, builders, hold manufacturers, lessors, and agents from all liability for any such damage, injury, paralysis, or death which may result. **This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of CBC or the other parties released.** \_\_\_\_\_ (initials)

I am in good health and have no physical limitations which would affect my safe use of the facilities. I agree to pay attention to the state of any ropes, anchors, and other equipment I may use, and to advise staff members if I do any damage or notice damage. I certify that I have read the posted rules, and I agree to abide by these rules and any future rules, and if staff makes a specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills; and I agree to seek qualified instruction before attempting to climb outdoors. \_\_\_\_\_ (initials)

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. If under the age of 18, this release must be signed by the parent/guardian of the minor, and I agree to indemnify and hold harmless CBC and the other released parties in the event a minor member of my family sues them or any one of them. \_\_\_\_\_ (initials)

**I understand that this release is a contract. I expressly state that I have read, understand, and am familiar with all its provisions and that I sign it of my own free will.** \_\_\_\_\_ (initials)

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ D.O.B. \_\_\_\_\_

Address \_\_\_\_\_ City, State, ZIP \_\_\_\_\_

Accepted by \_\_\_\_\_

**TO BE READ AND SIGNED BY THE PARENT/GUARDIAN OF MINOR**

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and provisions set forth in this release.

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_