

Flagstaff Aquaplex

Climbing Release/Indemnification of all Claims and Covenant Not to Sue

Please read the following before signing: In consideration for the right to participate in The City of Flagstaff's Aquaplex activities, the climbing wall, climbing lessons, or outdoor climbing, I hereby agree to the following: I understand any recreational/sports activity, including the one I am applying for, involves certain risks to my personal safety and property, or the safety and property of others. I further understand participation in Aquaplex Climbing Wall activities requires certain skills and capabilities and I agree it is solely my responsibility to insure my health is adequate and my capabilities are sufficient to participate in this activity. I agree to assume any and all risks associated with my participation in this activity. I agree to follow all rules for safe participation in this activity with full knowledge that I may be banned from future activities if rules are violated. I hereby waive any and all claims I may have against the City of Flagstaff and its officers, employees, agents, servants, insurers and all representatives and sponsors arising out of my participation in this activity. I hereby release and hold harmless The City of Flagstaff of any claim brought by a third party due to my participation in this activity. I understand I may be photographed, and give my permission for the use of my image to publicize activities for the City of Flagstaff's Recreation Department. In the event of any emergency, I give consent for myself or my child to be taken to and treated at the nearest medical facility, understanding that every effort will be made to contact the emergency contact person set forth. In such event, I shall be solely responsible for medical expenses associated with medical care. If I am signing this agreement on behalf of a minor child, I understand the foregoing agreements and waivers shall apply equally to the child. I further acknowledge that the following list is not inclusive of all possible risks associated with using the Aquaplex Climbing Wall and that the list in no way limits the extent or reach of this release and covenant Not to Sue. I hereby acknowledge and agree that the sport of rock climbing and the use of the Flagstaff Aquaplex Climbing Wall (hereinafter referred to as the Climbing Wall) have inherent risks including but not limited to:

1. All manner of injury resulting from falling and impacting against rock faces and projections, whether permanently or temporarily in place, on the ground or recreation center floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall such as, but not limited to climbing, belaying, rappelling, auto belay systems, rescue systems, and any other rope techniques;
3. Injuries resulting from falling climbers, rocks or dropped items, such as but not limited to ropes or climbing hardware;
4. Cuts and abrasions resulting from skin contact with Climbing Wall, climbing equipment;
5. Failure of ropes, slings, harnesses, climbing hardware, auto belay systems, anchor points, or any part of the Climbing Wall structure or other climbing equipment;
6. Injuries resulting from non-controllable environmental conditions.
7. Minimum weight of a climber to climb is 35 lbs., maximum weight is 250 lbs.

I certify that the climber's Date of Birth is _____ (mo/date/yr), that their present age is _____, and I further certify that my Date of Birth is _____ (mo/date/yr), that my present age is _____, and that I am therefore of lawful age (18 years or older and otherwise legally competent to sign this agreement (if under 18 years old, this release must be signed by parent/guardian of the minor). 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 the same, of my own free will. In witness whereof, this instrument is duly executed in Flagstaff, Arizona this _____ day of _____, 20_____.

BY SIGNING THIS FORM I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE AGREEMENT AND WAIVER

Climber's Signature

Climber's Name, PRINTED CLEARLY

Address

Emergency Contact

Phone Number

State & Zip

Staff Signature

Date

As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in Aquaplex Climbing Wall activities and programs, including Open Climb, and I sign this release on their behalf. In addition, I give the City of Flagstaff, its officers, agents, volunteers and employees' permission to treat said minor in case of illness, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor the expenses are the sole responsibility of the participant and not that of The City of Flagstaff.

Signature of Parent or Legal Guardian

Today's Date

Witness' Signature

Witness' Name, Printed Clearly



CLIMBING WALL RULES

1. Only trained, certified Aquaplex Staff may belay climbers.
2. All climbers under the age of 18 must complete or have on file a signed Parental Consent Waiver, which will include a Hold Harmless and Acknowledgement of Risk Agreement, before entering climbing area. Waivers are valid for one year from date of completion.
3. All climbers must submit to and obey commands from Aquaplex Staff who are administering, teaching or supervising climbers.
4. All accidents, damaged equipment, loose holds, or safety concerns must be reported to Aquaplex Climbing Wall Staff immediately.
5. Vertical climbing only; lateral wall movement across routes is prohibited.
6. Climbing without protective equipment, including free soloing and bouldering, is prohibited.
7. Climbing above top rope anchors is prohibited.
8. Hanging on to or otherwise manipulating any component of the top rope belay system, including anchors, hangers, links and draws, is prohibited.
9. Any climber may be asked by Climbing Wall Staff to adjust, alter or discontinue any activity or behavior deemed to be inappropriate, disruptive, or hazardous. Failure to comply with Staff commands may result in discontinuation of activity.
10. Climber minimum weight is 35lbs. Climber weight must always be within 50lbs of belayer weight.
11. No food or drink is allowed in Climbing Wall area.
12. Climbers may bring their own harnesses, but they must be approved by Aquaplex Climbing Wall Staff prior to use. Climbers may not use their own ropes, carabiners, or other equipment.
13. Climbers must wear safe, secure, climbing appropriate closed toe, closed heel footwear.
14. Spectators and visitors must remain off the red climbing area at all times.
15. Climbing with wet or dry swimwear, damp clothing or wet hair is prohibited.

I, as a Climbing Wall participant, have read and understand the rules for the Aquaplex Climbing Wall, and agree to follow these rules at all times. I understand that if I do not follow these rules I will lose my privileges to use the Climbing Wall. I assume full responsibility for my actions and will do my best to ensure my safety and the safety of others around me.

CLIMBER PRINTED NAME _____

CLIMBER SIGNATURE _____ DATE _____

STAFF NAME & SIGNATURE _____ DATE _____

Revised 7/10/17

