Town of Carbondale Recreation & Community Center
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 Town of Carbondale's recreation 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 recreational/sports 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 Town of Carbondale 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 Town of Carbondale of any claim bought by a third party due to my participation in this activity. I understand I may be photographed, and give permission for the use of my image to publicize activities for the Recreation Department. In the event of any emergency, I give consent for me 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 Climbing 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 Town of Carbondale's 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, projections, benches, fitness equipment, whether permanently or temporarily in place, or the ground or the Recreation Center Floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall or climb such as, but not limited to climbing, belaying, rappelling, lowering on rope, 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 the Climbing Wall, rocks, trees, 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. Climbers & Wall users may be belayed or spotted by someone other than Town of Carbondale Recreation & Community Center Climbing Wall staff. Belayers or spotters may be belay certified peers of climbers and wall users.
7. Travel to and from the climbing destination may require driving, hiking, scrambling and un-roped climbing.
8. Injuries resulting from adverse weather conditions and non-controllable environmental conditions.

I certify that the climber's **date of birth is ______________ (month/day/year)**, that their **present age is ______**, and I further certify that my **date of birth is ______________ (month/day/year)**, 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 the 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 Carbondale, Colorado **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: Name & Number**

______________________________ ____

State & zip code e-mail address

TO BE READ AND SIGNED BY PARENT OR LEGAL GUARDIAN OF MINOR. I hereby state that I am the parent or legal guardian of the minor whose signature appears above. I have read and consent and agree to the terms and provisions set forth in this Release.

______________________________ ____________________________

Signature of Parent or Legal Guardian Today's Date

______________________________ ____________________________

Witness' Signature Witness' Name, Printed Clearly

FIRST NAME, LAST NAME: STAFF USE ONLY