

CITY OF OMAHA
RELEASE OF LIABILITY FOR ARTIFICIAL WALL CLIMBING

This release limits your right to recovery of damages in case of accident.
Read carefully before signing.

Each of the Undersigned expressly acknowledges and agrees that the activity of artificial wall climbing is dangerous and involves the risk of serious injury and/or death and/or property damage and agrees to climb only while correctly wearing a climbing harness attached to a safety rope and being belayed by authorized personnel of the wall operator.

In applying to climb this artificial wall each of the Undersigned promises to inspect the climbing wall, adjacent area and climbing apparatus and equipment prior to climbing, to assure himself that the climbing wall, adjacent area and climbing apparatus and equipment are properly designed and maintained, and further agrees not to participate in climbing until he has completed an inspection which satisfies him that same are safe for climbing purposes. Each of the Undersigned will further note existing weather conditions and agrees to voluntarily assume all risks arising from conditions related to use of the climbing wall, adjacent area and climbing apparatus and equipment, by himself or others.

Each of the Undersigned agrees to hold harmless and indemnify the owners, operators, and possessors of this climbing wall, adjacent area and climbing apparatus and equipment for any loss, cost, expense, damage or injury arising from his participation in this activity.

In consideration of being permitted to observe, receive instructions and prepare for wall climbing, put on or remove artificial wall climbing apparatus and equipment, and climb, or otherwise participate in any way in the activity of artificial wall climbing, each of the Undersigned, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately, and will continuously thereafter, inspect such wall, adjacent area and apparatus and equipment and all portions thereof upon which he enters and with which he comes in contact, and he does further warrant that his use of such wall, adjacent area and apparatus and equipment and his participation, if any, in the activity constitutes an acknowledgement that he has inspected such wall, adjacent area and apparatus and equipment and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time he is in or about the wall, adjacent area and apparatus and equipment and he feels anything to be unsafe, he will immediately advise the operators of such and will leave the wall and adjacent area and discontinue his use of the apparatus and equipment and he further hereby releases, waives, discharges and covenants not to sue the wall owner, wall operator, participants, any persons in the wall area promoters, sponsors, advertisers, owners and lessees of premises used to conduct the activity and each of them, their officers and employees, all for the purpose herein referred to as "releases", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the wall and area, and/or, climbing, receiving instructions, preparing to climb, putting on or remove climbing apparatus and equipment, observing, or otherwise participating in the activity.

Each of the Undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the activity is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Each of the Undersigned has carefully read and freely and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature of Climber

Date

Climber name (Please print)

Parent/Guardian Signature (If climber is a minor)

P: ILH/contract/climbing wall release