

RELEASE OF LIABILITY (6/16/2010)

Accepted By: _____ WPI Staff Member

Date _____

CLIMBER'S Printed Name _____ DOB _____

Home Phone _____ Work Phone _____ Room # _____

Address _____

CLIMBER Must Read, Initial & Sign

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by Woodloch Pines, Inc. (WPI) to climb its Climbing Wall and/or participate in any climbing program offered by WPI, I agree to the following waiver and release and I make the following representations:

INITIAL _____

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, including climbing 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, 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, which may occur while I am participating in any event or program or while I am climbing, whether or not under the supervision of WPI personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend WPI, its successors, assigns, officers, employees, and wall designers and 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 WPI or the other parties released.

INITIAL _____

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 any staff makes a specific request or instruction to me, I agree to comply.

INITIAL _____

I verify that my weight falls between the minimum weight limit of 75 lbs. and the maximum weight limit of 230 lbs., which are the limits recommended for safety on the Climbing Wall. INITIAL _____

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. INITIAL _____

I understand that this release shall be governed by the applicable laws of the Commonwealth of Pennsylvania. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the RELEASEES shall be submitted to the jurisdiction of Pike County, Commonwealth of Pennsylvania and that no claims against the RELEASEES shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form. INITIAL _____

I understand that personal possessions, i.e., cell phones, keys, change, glasses, etc., shall be removed from my person prior to climbing and that WPI is not responsible for the loss, damage or breakage of those possessions INITIAL _____

I acknowledge reading the Climbing Wall Responsibility Code and agree to abide by all of the rules and regulations contained within these documents at all times. INITIAL _____

I understand that this release is a CONTRACT; and, I expressly state that I have read, understand, and am familiar with its provisions and that I sign it of my own free will. INITIAL _____

CLIMBER'S SIGNATURE _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR: I hereby state that I am the parent or guardian of the minor whose signature appears above. I represent that I have complete and absolute authority to legally act on behalf of the minor. I am familiar with and consent to the terms and provisions set forth in this Release and understand that RELEASEES relies to its detriment upon this representation and would not otherwise allow the minor to participate. I agree to indemnify and hold harmless RELEASEES from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with the participation of the minor.

Signature of Parent or Guardian

Printed Name

Address (if different from above) _____

Date