

Salt Lake County Division of Parks and Recreation Climbing Wall Assumption of Risk, Waiver of Liability, and Indemnification Agreement

IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND BEFORE SIGNING.

Name: _____ Age: _____ Gender: M F

Parent/Guardian Name (if participant is under 18) _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact: _____ Phone: _____

ASSUMPTION OF RISK

I hereby acknowledge and agree that the sport of rock climbing and the use of Salt Lake County’s Climbing Walls, and other training facilities, (hereinafter referred to as the “Climbing Walls”) have *inherent* foreseeable and unforeseeable risks and hazards which may expose the Participant to illness, injury, or death. Participant or guardian/parent, acknowledging the danger involved, freely and voluntarily agrees to **assume and accept any and all risks** associated with use of the Climbing Walls. Participant or Participant’s guardian/parent further certifies that Participant is in good health and has no physical limitations which would preclude safe use of the Climbing Walls.

RELEASE OF LIABILITY

In consideration of use of the Climbing Walls, Participant or Guardian/Parent of Participant, on behalf of Participant, Participant’s heirs, representatives, executors, administrators, and assigns, **hereby releases** Salt Lake County (“County”) its officers, agents, and employees from any cause of action, claim, or demand of any nature whatsoever, they may now have, or have in the future, against County on account of personal injury, property damage, death, or accident of any kind, caused by, arising out of, or in any way related to Participant’s use of the Climbing Walls, whether that use is supervised or unsupervised, however the injury or damage is caused.

INDEMNIFICATION AGREEMENT

In consideration of use of the Climbing Wall, Participant or Guardian/Parent of Participant agrees to **indemnify and hold harmless** County, its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever cause by, arising out of, or in any way related to my use of the Climbing Walls. Participant or Guardian/Parent of Participant agrees that its duty to defend and indemnify the County under this Agreement includes all attorney fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County arising out of or in any way related to Participant’s use of the Climbing Walls.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

I am signing this Assumption of Risk, Waiver of Liability, and Indemnification Agreement for myself as Participant. I acknowledge that I am 18 years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant _____
Date

I am signing this Assumption of Risk, Waiver of Liability, and Indemnification Agreement on behalf of a Participant who is under 18 years of age. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Legal Guardian or Parent of Participant _____
Date