



City of Oviedo Recreation and Parks
Assumption of Risk, Release, and Waiver

We do not sell or release customer information

Name (please print) \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Emergency Contact Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

How did you hear about Rec Rock? \_\_\_\_\_

PARTICIPANT/RELEASOR'S NAME (please print) \_\_\_\_\_ ("Releasor")

RELEASEES: City of Oviedo, the Recreation & Parks Department, its officers, agents, servants, and employees, and assigns ("Rec Rock")

I, Releasor, am aware that the sport of climbing, the use of a climbing wall, and the use of climbing equipment pose potential serious risks of injury or death to participants. I am aware of the intrinsic dangers of the sport of climbing and related activities. I understand that I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that climbing equipment (including but not limited to the Climbing Wall, ropes, belays and auto belays), may break without warning.

I hereby acknowledge and accept notice of the intrinsic dangers of the sport of climbing and related activities, and those dangers or conditions that are an integral part of climbing activities, including but not limited to the possibility of another participant acting in a negligent manner that may contribute to injury to the participant, me or others, such as failing to maintain control over climbing equipment, or other climbers, or not acting within a participant's ability.

I acknowledge that this waiver shall remain valid unless revoked by the participant, or parent or guardian of a minor, in writing, with receipt acknowledged by the City of Oviedo.

With the knowledge of the foregoing and as an inducement for and in consideration of being permitted to use Rec Rock climbing wall ("Climbing Wall") and related facilities, operated by City of Oviedo, I do for myself, my spouse, my heirs, executors, administrators and assigns hereby agree to and acknowledge each of the following.

(Initial below each paragraph)

- 1. The RISK OF INJURY from the activities involved in my use of City of Oviedo Facilities, the Climbing Wall and my participation in related activities is significant, including the potential for permanent paralysis or death. I understand that climbing and the use of a Climbing Wall and related equipment by its very nature is an inherently dangerous activity and includes risk. The risk includes, but is not limited to, my falling off or from the Climbing Wall and hitting the floor, damaged wall faces, injuries caused by people, or any of the equipment used in climbing, whether permanently or temporarily in place; rope stress, abrasion and entanglement, injuries resulting from falling climbers, dropped items or broken holds; failure of ropes, knots, auto-belays, slings, harnesses, climbing holds, anchor points or any other part of the Climbing Wall. (Initial)
2. I KNOWINGLY AND FREELY ACKNOWLEDGE AND ASSUME ALL SUCH RISKS, including but not limited to the risk of bodily injury, death or property damage, both known and unknown, and I assume full responsibility for my participation and use of City of Oviedo facilities. (Initial)
3. I AGREE TO COMPLY with all rules and regulations promulgated by the City of Oviedo. If I have any questions, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such attention to the nearest City of Oviedo employee. I agree not to participate while under the influence of drugs or alcohol. (Initial)
4. I, RELEASE, for myself, my spouse, my heirs, assigns, personal representatives and next of kin, DO HEREBY FOREVER DISCHARGE, RELEASE, INDEMNIFY AND HOLD HARMLESS the City of Oviedo of and from any and all claims, demands, damages, losses, actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, penalties, costs, attorney fees and other related expenses, whatever kind of nature, whatsoever at law or in equity, whether present, future, known or unknown, foreseen or unforeseen (including, but not limited to, claims for personal injury, death, disability, and property damage), relating to, arising out of or regarding or as a result of the use of City of Oviedo Rec Rock Climbing Wall, equipment, location or facilities, or any activity sponsored by the City of Oviedo regardless of whether the act or omission complained of was caused in whole or in part by the negligence, in any form, of the City of Oviedo to the fullest extent permitted by law. (Initial)
5. I FURTHER RELEASE the City of Oviedo from any claim whatsoever on account of first aid, treatment or service rendered me during my participation in the use of the Climbing Wall, equipment and related facilities. (Initial)
6. I FURTHER ACKNOWLEDGE that the equipment used in the sport of climbing is subject to unforeseen stress and damage which may cause it to break or become dysfunctional without warning and in that regard I understand that the City of Oviedo makes no general, expressed or implied warranty of any kind regarding its climbing equipment, including but not limited to the Climbing Wall, auto-belays, and holds, and I accept the use of its equipment in its "as is" condition and without warranty. (Initial)

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THEAT THE TERMS ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY AS MY OWN FREE ACT WITHOUT INDUCEMENT. IF ONE OR MORE PORTIONS OF THE WAIVER ARE FOUND UNENFORCEABLE, THE REMAINDER OF THE WAIVER SHALL REMAIN ENFORCEABLE.

PARTICIPANT/RELEASOR'S NAME (Please Print): \_\_\_\_\_

PARTICIPANT/PARENT/GUARDIAN'S SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_/\_\_\_\_/\_\_\_\_

PARTICIPANT'S CITY, STATE AND ZIP CODE: \_\_\_\_\_

**HELMET WAIVER (Optional for those 18 years of age and older)**

I, undersigned, recognize the dangers inherent with climbing activities and assume the hazard of the risk upon myself since I wish to climb. I realize I am subject to injury from this activity and that no form of preplanning can remove all the danger to which I am exposing myself. I have been offered a protective helmet, which could prevent brain damage in case of an accident. Against the advice of the City of Oviedo and insurance company, I am refusing this safety precaution.

X \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

X \_\_\_\_\_  
PARENT OR LEGAL GUARDIAN'S SIGNATURE

**FOR PARTICIPANT'S OF MINORITY AGE**

(Must be completed for participants under the age of 18 as of this date)

This is to certify that I, as parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I hereby accept the above assumption of risk, release, waiver of warranty, and waiver of liability as an inducement for allowing my child, or this minor, to participate and use the City of Oviedo Climbing Wall facilities and activities, and do hereby consent and agree to the release and waiver, for myself, my minor child/ward, my heirs, assigns, and next of kin, I hereby release and agree to indemnify and hold harmless the City of Oviedo from any and all liabilities incident to my minor child/ward's involvement or participation in any use of the Climbing Wall, equipment or facility as provided above to the fullest extent permitted by law.

X \_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE

X \_\_\_\_\_  
PRINT NAME

**Rec Rock Rules**

1. All climbers must check in at the front desk.
2. No one is permitted to belay or tie themselves in until they pass the City safety check.
3. Only City employees are allowed to teach belaying and knot craft.
4. Children under 12 years old must be accompanied and supervised by an adult.
5. Climbers under 15 years old may not supervise climbers who have not passed the City safety check.
6. Do not belay directly off floor anchors; they are only for backup.
7. Belayers must stand while belaying.
8. No barefoot climbing.
9. Report loose holds, worn ropes, and anything else you believe to be a safety hazard to a City employee.
10. Minimum age for belaying is 14 years old.
11. Only commercially manufactured climbing equipment in good condition is permitted.
12. Outside equipment must be accompanied with a climbing log.
13. Climbers must wear a helmet when climbing unless they have filled out and signed a helmet waiver.

I have read and understand the above rules. \_\_\_\_\_ (Initial)