

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 an 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 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-belay, 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 no 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 of 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-belay's, 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 THAT 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

Photo ID # (DL/ID#)

FOR PARTICIPANTS OF MINORITY AGE

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

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT
(ADULT ON BEHALF OF MINOR)**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF OVIEDO USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF OVIEDO IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF OVIEDO HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, _____ for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to my child/children, _____, incidental to, or as a result of, participation in _____ (*list activities in which minor is to participate*), including transportation TO AND FROM the said activity. I freely acknowledge the fact that this/these Program(s) and/or activity(ies) may have, and/or do involve, physical contact or other conditions or factual circumstances where physical or other injuries may occur, and that transportation to and from said event could involve the potential for an automobile, or other, accident. As legal guardian and/or natural parent of the above referenced child/children, I do

hereby warrant that my minor child is in good health and has no physical condition that would prevent him/her from safely participating in the Program(s) and/or activity(ies) identified above. If my minor child has any medical or physical limitation, I have made the Program's staff aware of such limitations in writing in advance of my minor child's participation in the Program(s) and/or activity(ies), which may/may not include swimming or water activities. As legal guardian and/or natural parent of the above referenced child/children, I do hereby waive, release and agree to indemnify and hold harmless the City of OVIEDO, their officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the City of OVIEDO, their agents or employees and sponsors or activity supervisors, arising from my child/children's participation in the said activity. I, as legal guardian and/or natural parent of the above referenced child/children, assume all risk of injury, liability, and loss arising from my child/children's participation or presence at said activity. I acknowledge that the City of OVIEDO, will not assume any costs relating to any injury while my child/children are involved in this activity, or from transportation to or from this activity. This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the City of OVIEDO permitting my child/children's participation in the activity or program at issue and in further consideration of the City of OVIEDO not requiring self-funded liability insurance coverage on my part as a condition precedent to my child/children's participation in the activity. I, as legal guardian and/or natural parent of the aforesaid child/children, freely and voluntarily assume all risk of loss or injury arising from my child/children's participation in the activity whether due to my negligence, my child/children's negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, the City of OVIEDO, or other sponsors of the activity would not have offered me, or my child/children, the access to the activity because of unacceptable exposure to civil liability claims and/or lawsuits, or the expense of providing a program that is risk-free. By signing this waiver, I agree to indemnify any and all employees of the City of OVIEDO for any and all damages which result from any and all acts or omissions, including negligence, in whole or in part, on the part of any City employee.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I, or my child/children, might otherwise be entitled if my child/children are hurt or suffer loss during his/her/their participation in that activity.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.

YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.

**YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU
DO NOT FULLY UNDERSTAND THIS DOCUMENT.**

SIGNED THIS _____ DAY OF _____, 20____ .

Signed in the presence of the following witnesses:

Signed in the presence of
the following witnesses:

Witness

Parent or Guardian

Witness

Parent or Guardian

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 back-up.
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 AND they are 18 years old or older.

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