

Date _____
Print Climber's Name _____
Print Parent's Name _____
Address _____
City/State/Zip _____
Phone (including area code) _____
Climber's Date of Birth _____ Climber's Sex _____
Emergency Contact Name _____
Home Phone _____ Parent's Work phone _____
Parent's Email address _____

RELEASE, ASSUMPTION OF RISK AND WAIVER OF LIABILITY TO PARKWAY CHRISTIAN CHURCH

Each part of this document, front and back, must be completed and signed BEFORE climbing.

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE SOUGHT.

By signing the document, you give up your right and your child's right and the right of your, and your child's, heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future, to recover compensation or obtain any other remedy for any injury to your child or your property or for your child's death, however caused, arising out of your child's use of the climbing wall at Parkway Christian Church, even if such a claim is based upon the actual negligence of Parkway Christian Church or its employees or its volunteers.

In consideration of my child being permitted by Parkway Christian Church to participate in its activities and to use its equipment and facilities, I, on my own behalf and on behalf of my child, hereby release, protect, indemnify, defend and hold harmless Parkway Christian Church of Surprise, AZ (hereinafter referred to as "Parkway"), and each of Parkway's employees, and any other climbers, Elders, volunteers, members, visitors, users, or other persons whom may be present at Parkway (collectively, the "Indemnified Parties") incurred in connection with my child's use of the Parkway Climbing Wall, and I hereby waive any right I, or my child, may have against the Indemnified Parties with respect to any Losses; provided, however, that to the extent such Losses are caused by the willful misconduct of any Indemnified Party this paragraph will not apply to such Indemnified Party. It is my express intention that the terms of the preceding sentence include an agreement to waive all Losses caused by the negligence of any Indemnified Party. The provisions of this agreement are binding on me and my child and our heirs, assigns, and personal representatives.

Parent's Initials _____ Child's Initials (ONLY if child is age 12 or older) _____

1.) I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks, which can result in physical or emotional injury, paralysis, death, or damage to my child, me, property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: falling off the wall; loose or damaged artificial holds; equipment failure; falling to the ground, falling on others, or being fallen on by others; fixed equipment failure; belay failure or an inattentive belayer; climbing out of control or beyond one's personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; head injuries; or my own negligence. I agree to pay attention to the state of the ropes and anchors in the area of the Parkway Climbing Wall and to advise Parkway Climbing Wall volunteers or staff if I do any damage or notice any damage. I accept responsibility for the care and condition of my, and/or my child's, equipment, including but not limited to harnesses and ropes. Furthermore, Parkway employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

Parent's Initials _____ Child's Initials (ONLY if child is age 12 or older) _____

2.) I, on my own behalf and on behalf of my child, expressly agree and promise to accept and assume all of the risks existing in the activity, including, but not limited to unanticipated or unforeseeable risks. My child's participation in this activity is purely voluntary, and I elect to allow my child to participate in spite of all the risks.

Parent's Initials _____ Child's Initials (ONLY if child is age 12 or older) _____

3.) I, on my own behalf and on behalf of my child, hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Indemnified Parties from any and all claims, demands, or causes of action, which are in any way connected with my child's participation in this activity or my child's use of Parkway's equipment or facilities, including any such Claims which allege negligent acts or omissions of any of the Indemnified Parties.

Parent's Initials _____ Child's Initials (ONLY if child is age 12 or older) _____

4.) Should Parkway or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this agreement, I, on my own behalf or on behalf of my child, agree to indemnify and hold them harmless for all such fees and costs.

Parent's Initials _____ Child's Initials (ONLY if child is age 12 or older) _____

5.) If I, on my own behalf or on behalf of my child, file a lawsuit against Parkway or any of the Indemnified Parties, it shall be filed in the State of Arizona and the substantive law of Arizona shall be applied, without regard to conflict of law rules of that state. I also understand that this contract is severable; in other words, if any part of it is held by a court of law to be unenforceable, the remaining portions shall remain in full force and effect.

Parent's Initials _____ Child's Initials (ONLY if child is age 12 or older) _____

6.) I, on my own behalf and on behalf of my child, certify that I have adequate insurance to cover any injury or damage my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I, on my own behalf and on behalf of my child, further certify that I am willing to assume the risk of any medical or physical condition my child may have.

Parent's Initials _____ Child's Initials (ONLY if child is age 12 or older) _____

This agreement shall be effective from the date signed below until the date of the receipt of a written declaration signed by the parent and the participant/child, that this agreement shall no longer be effective with regard to any act or event from and after the date of the receipt via U.S. Mail of the written declaration addressed to Parkway Christian Church, 14787 W Cholla St, Surprise, AZ 85379, attention: Brian Leach.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my child's participation in this activity, I and my child may be found by a court of law to have waived my, and my child's, right to maintain a lawsuit against the Indemnified Parties on the basis of any claim from which I have released them herein. I, on my own behalf and on behalf of my child, have had sufficient opportunity to read this entire document. I have read and understand it, and I, on my own behalf and on behalf of my child, agree to be bound by its terms.

Signature of Participant/Child _____ Date _____

Print Name of Child _____

Signature of Parent _____ Date _____

Print Name of Parent _____

