



# MARMON VALLEY FARM

## Climbing Wall Waiver

v10.24.11

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### ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY and RELEASE OF LIABILITY

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with a "climbing loft", climbing wall, bouldering area, and equipment (referred to herein as "activity"). Although we have taken reasonable steps to provide Marmon Valley Farm, Inc. (referred to herein as MVF) with appropriate equipment and/or skilled instructors so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGMENT OF RISKS:** I acknowledge that the following describes some, but not all of the risks: 1 Falls and painful crashes into wall, rocks or other obstacles; 2) Risk associated with crossing, climbing, or down climbing including rope abrasion, entanglement, cuts or abrasions from contact with the Climbing Loft; 3) Equipment failure; including ropes, slings, harnesses, climbing hardware, anchor points or any part of the Climbing Loft structure; 4) My physical strength, coordination, sense of balance, and ability to follow or give directions including while climbing, belaying, lifting, or spotting; 5) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; and 6) The actions of other participants. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume risk for accidents or injury caused by the negligence of my belayer or spotter whether such negligence is comparative or contributory. I agree to be "checked out" on climbing and belaying skills prior to participation, and to follow posted rules. I acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that *wearing a UIAA approved helmet may help prevent head and/or neck injuries.*

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; insect bite or allergic reaction; shock, paralysis, and/or death.

**COVENANT OF GOOD FAITH:** I recognize that MVF, as provider of services, will operate under a covenant of good faith and fair dealing, but that MVF may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse or terminate, the participation of any person MVF judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept MVF's right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to climbing objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us, as participants, become MVF's property and may be used for promotional or commercial purposes.

**RELEASE:** In consideration of services provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release **MARMON VALLEY FARM, INC.**, its principals, directors, officers, agents, employees and volunteers, and each and every land owner upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

### REGISTRATION OF CLIMBERS

**One Waiver may be used for members of the same household (including parents or guardians and children under 18 years of age). Adult climbers registered on this form must sign below indicating they have read and agree to the conditions of this activity waiver.**

**REGISTRATION OF CLIMBERS:** I, the following listed individual, and/or the parent or legal guardians thereof if a minor, do hereby agree to participate in the climbing activity provided by MVF. I have been fully informed by MVF that I can better protect myself against head and/or neck injuries by wearing a **UIAA approved helmet\*** while climbing. I Understand I must wear UIAA approved **protective climbing helmet** which MVF will provide, understanding that these may not be of perfect fit for my head, and once provided I will be responsible for securing the helmet on my head while climbing.

#### Household Contact Information

Print Adult/Guardian Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ Date at MVF: \_\_\_\_\_  
 City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  Yes, I would like to updates about special events at the Farm.  
 Emergency Contact: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

#### Climber Registration and Agreement

<b>PRINT ALL CLIMBER NAMES BELOW:</b> Include only members of the above household on this roster. Use additional forms for additional households.	AGE If under 18	<b>ADULT SIGNATURE REQUIRED:</b> I have read and accept the terms of this rental agreement and liability waiver for myself and/or my children listed here. <b>Each adult rider must sign for him/herself.</b>