

ADULT WAIVER

Print Name _____

CITY OF ELGIN INDOOR CLIMBING WALL WAIVER AND RELEASE AND ASSUMPTION OF RISK

IMPORTANT INFORMATION

The City of Elgin is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The City of Elgin continually strives to reduce such risk and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants registering for this program must recognize that there is an inherent risk of injury when choosing to participate in recreational activities.

You are solely responsible for determining if you are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

WARNING OF RISK

Climbing walls are intended to challenge and engage the physical, mental and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury. Understandably, not all hazards and dangers can be foreseen. The very nature of using climbing walls is hazardous and risky, including, but not limited to, overexertion, slip and falls, loose and/or damaged artificial holds, being fallen on by other users, belay and/or belayers failure, lack of good physical conditioning, inadequate or defective equipment, inadequate instruction or supervision, poor technique, carelessness, horseplay, premises defects, and all other risks inherent to the use of climbing walls. In this regard, it must be recognized that it is impossible for the City of Elgin to guarantee absolute safety.

WAIVER AND RELEASE OF ALL CLAIMS AND LIABILITY AND ASSUMPTION OF RISK

In consideration of receiving permission from the City of Elgin, Illinois, a municipal corporation (hereinafter referred to as "City") to enter on the premises commonly known as the City's Recreation Center, located at 100 Symphony Way, Elgin, Illinois (hereinafter referred to as the "Subject Premises") and to use the climbing wall and appurtenances related thereto (hereinafter referred to as "the Climbing Wall") located on the Subject Premises, the receipt and sufficiency of which is hereby acknowledged, the undersigned for himself/herself and his/her heirs, distributees, next of kin, dependents, personal representatives, executors, administrators, successors and assigns, and all other related persons or entities, does hereby and shall to the fullest extent permitted by law waive, release, indemnify, defend and hold harmless City, its officials, officers, employees, agents, volunteers and assigns, and all other related persons or entities, from and against any and all claims, suits, judgments, costs, attorney's fees, damages or other liability or relief whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or any

property of the undersigned, while in or on the Subject Premises and/or while using the Climbing Wall located on the Subject Premises. In the event of any action or proceeding against City, its officials, officers, employees, agents, volunteers and/or its assigns, and/or all other related persons or entities, covered by the foregoing duty to indemnify, defend and hold harmless, such action or proceeding shall be defended by legal counsel of City's choosing and the cost thereof shall be paid by the undersigned.

The undersigned being duly aware of the risks and hazards inherent in entering on the Subject Premises and/or in using the Climbing Wall located on the Subject Premises hereby elects voluntarily to enter on the Subject Premises and/or to use the Climbing Wall located on the Subject Premises knowing the present condition of the Subject Premises and the Climbing Wall located thereon, and knowing that the conditions of the Subject Premises and the Climbing Wall located thereon may become more hazardous and dangerous during the times hereinafter that the undersigned is on the Subject Premises and/or while the undersigned is using the Climbing Wall located thereon. The undersigned hereby voluntarily assumes all risks of loss, damage, or injury, including death, that may be sustained by the undersigned while in or on the Subject Premises and/or while using the Climbing Wall located on the Subject Premises.

The undersigned hereby declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned and that the terms of this waiver and release are contractual and not merely recital.

The undersigned hereby acknowledges and represents that he/she is eighteen (18) years of age or older and of sound mind.

The undersigned hereby further acknowledges and represents that he/she has read the foregoing waiver and release and understands it signs it voluntarily and accepts it in its entirety. If registering on-line or via facsimile, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

Print Name of Participant

Participant's Signature

Dated: _____