BRUSHY CREEK MUNICIPAL UTILITY DISTRICT COMMUNITY CENTER

CLIMBING WALL
ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION

PARTICIPANT INFORMATION	
Name (Parent/Guardian or Adult Participant):	Phone:
Address:	Email:

CHILD PARTICIPANT INFORMATION	
Child's Name	**Date of Birth**

This Assumption of Risk, Waiver of Liability, and Indemnification is being executed in connection with the above-named Participant's use of the Brushy Creek Municipal Utility District (the "District") climbing wall located in the District's Community Center Gymnasium (the "Climbing Wall"). **I freely, voluntarily, and without duress execute this Assumption of Risk, Waiver of Liability, and Indemnification.**

1. **ASSUMPTION OF RISK.** I understand that use of the Climbing Wall and relating activities, including belaying, repelling, and spotting, have inherent risks. I further understand and agree that the District does not have the ability to eliminate all risk and danger in connection with Participant's use of the Climbing Wall and related activities. Such injuries may include, but are not limited to, injury or death from falling; injury in the form of cuts, bruises, abrasions; muscle and tendon strains; injury from rope burns; injury or death from falling equipment, debris or personal property; and injury resulting from materials falling into Participant's eyes. **By execution below, I acknowledge, agree and understand that this description of risk is not complete and that other unknown and unanticipated risks associated with use of the Climbing Wall and related activities may result in injury, illness, death or property damage**.

   I VOLUNTARILY AND EXPRESSLY AGREE AND PROMISE THAT I ASSUME ALL RISK ASSOCIATED WITH USE OF THE CLIMBING WALL AND RELATED ACTIVITIES AND FULL RESPONSIBILITY FOR ANY PERSONAL INJURY, INCLUDING DEATH, WHETHER OR NOT CAUSED BY NEGLIGENCE OF THE DISTRICT'S PERSONNEL. I certify that Participant is in good health and has no physical limitations that would preclude or impede Participant's safe use of the Climbing Wall or participation in related activities. Participant's use of the Climbing Wall and performance of related activities is voluntary and with full knowledge of the danger and risks related thereto.

2. **RELEASE. I DO HEREBY RELEASE, DISCHARGE AND AGREE NOT TO SUE THE DISTRICT AND ITS DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY LIABILITY, CLAIMS, CAUSES OF ACTION AND DEMANDS OF WHATEVER KIND OR NATURE, INCLUDING A CLAIM OF NEGLIGENCE, WHICH ARISE FROM PARTICIPANT'S USE OF THE CLIMBING WALL AND RELATED ACTIVITIES, INCLUDING DEATH, INJURY OR LOSS OF PROPERTY.**

3. **INDEMNIFICATION. I HEREBY FURTHER AGREE TO INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, CLAIMS, EXPENSES, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER OCCURRING OR ANYWISE INCIDENT TO, IN CONNECTION WITH, OR ARISING OUT OF, PARTICIPANT'S USE OF THE CLIMBING WALL AND RELATED ACTIVITIES, INCLUDING CLAIMS FOR PERSONAL INJURIES, DEATH, OR DAMAGE TO PROPERTY, WHETHER OR NOT CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE, CARELESSNESS OR WANT OF SKILL OF THE RELEASED PARTIES.**

4. **PERSONAL EQUIPMENT. By execution below, I hereby certify and agree that I assume sole responsibility for any personal injury that arises out of or in connection with any personal climbing equipment, including a climbing harness, that I utilize in connection with the Climbing Wall. I agree that the District is not responsible for inspecting such equipment, but may disallow use of any personal equipment that District staff deems unsafe. The use of personal ropes or belay devices is prohibited.**

5. **CLIMBING WALL RULES. By execution below, I hereby certify and agree that I have read the Climbing Wall Rules attached hereto, and agree to comply with such rules in all respects.**

IF PARTICIPANT IS 18 YEARS OR OLDER, PARTICIPANT MUST SIGN BELOW:

I certify that I am of lawful age (18 years or older) and legally competent to sign this agreement. I certify that I have fully read and understand all of the terms set forth above. I agree to follow all directions of the District staff relating to use of the Climbing Wall and comply with all applicable rules of the District related thereto. I further understand that the terms of this agreement are legally binding, and I am signing this agreement of my own free will.

_____	_____
Printed Participant's Name	Address

_____	_____	_____
Signature of Participant (if 18 or older)	Date Signed	Phone Number

IF PARTICIPANT IS UNDER 18, THE PARENT (OR LEGAL GUARDIAN, IF ANY) MUST SIGN BELOW:

If the Participant named above is under age 18, I hereby certify that I am the parent or legal guardian of the Participant, and that he/she has my permission to use the Climbing Wall and participate in related activities without the presence of the Participant's parent or legal guardian, including spotting, belaying and rappelling. I have read and agree to the terms of this Assumption of Risk, Waiver of Liability, and Indemnification on my behalf and on behalf of the Participant.

_____
Printed Parent or Guardian's Name

_____
Signature of Parent or Guardian

Date Signed:_____

Phone Number:_____