

**Assumption Of Risk And Indemnity Agreement For Ropes Courses And Wall Climbing**

**PLEASE READ CAREFULLY**

**Warning: By Signing This Agreement, You Give Up The Right To Sue For Any Injury Or Damage, How So Ever Caused.**

To: Rivers Edge Camping Association (herein after referred to collectively as RECA) and employees, representatives, officers and agents (herein after referred to collectively as RECA employees).

**“Ropes Courses and Wall Climbing”** at or organized by RECA shall include any ropes related activity that a person participates in or is a spectator of, including, but not limited to: block times, open sessions, clinics, and group programs.

“Inherent Risks” of ropes courses and wall climbing activities shall mean those dangers or conditions that are an integral part of ropes courses and wall climbing which includes, but are not limited to:

1. Rock climbing on an artificial climbing wall and high ropes challenge courses entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or third parties.
2. Such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
3. Such risks include, among other things: falling off the wall, rock or courses, loose and/or damaged artificial holds or loose rock; equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the wall or rock, ropes, pads, poles or the floor/ground; equipment failure; belay and/or belayer failure; climbing out of control or beyond ones personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

I \_\_\_\_\_, hereby sign this agreement on behalf of myself, personal representatives, my heirs, and assigns.

1. I agree as a precondition to my participation in a “ropes courses and wall climbing” organized by RECA and conducted by RECA and/or it’s employees, and in further consideration of RECA allowing me to do so, to be strictly bound by the terms of the waiver. Assumption of Risk and Indemnity Agreement (here in after referred to as “This Agreement”).
2. I acknowledge that “ropes courses and wall climbing” involve INHERENT RISKS that may cause SERIOUS INJURY and POSSIBLE DEATH TO PARTICIPANTS.
3. I fully understand the risks and dangers associated with my participation in “ropes courses and wall climbing” and ACCEPT IT ENTIRELY AT MY OWN RISKS.
4. I hereby WAIVE ANY AND ALL CLAIMS which I may have now or in the future, against RECA and RECA employees and release RECA and RECA employees from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in this “ropes courses and wall climbing” DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on the part of RECA or RECA employees. I further AGREE TO INDEMNIFY RECA and RECA employees for any and all legal fees (on a solicitor and his own client basis) or losses or costs that may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate that This Agreement applies whether RECA is at fault or not and it limits the liability of RECA employees to the same extent as it limits the liability of RECA even though RECA employees are not formal parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT; I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE RECA OR RECA EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

\_\_\_\_\_  
Participant/Spectator  
(Print)

\_\_\_\_\_  
Participant/Spectator  
(Sign)

\_\_\_\_\_  
Witness  
(Sign)

\_\_\_\_\_  
Parent/Legal Guardian  
(Print)

\_\_\_\_\_  
Parent/Legal Guardian  
(Sign)

\_\_\_\_\_  
Witness  
(Sign)

Date \_\_\_\_\_

Activity Date(s) \_\_\_\_\_

Phone \_\_\_\_\_