

Acknowledgment & Assumption of Risk and Release of Liability

Name	Date of Birth		
Address	City	State	Zip Code
Email	Phone Number		
Emergency Contact	Phone Number		

There are significant elements of risk in any adventure sport or activity associated with a climbing tower (referred to herein as the ACTIVITY). We have taken reasonable steps to provide you with appropriate equipment and skilled instructors so you can enjoy an activity at which you may or may not be skilled; however, we wish to remind you the ACTIVITY has foreseeable and unforeseeable risks and certain risks cannot be eliminated without destroying the unique and exciting character of the ACTIVITY. The same elements that contribute to the uniqueness of the ACTIVITY can be causes of serious injury to persons, death, and/or loss of or damage to equipment and can occur by accident, through negligence, or even intentionally. It is important for you to know in advance what to expect and to be informed of the inherent risks.

PARTIAL LISTING OF RISKS--Some but not all of the risks, foreseeable or unforeseeable, associated with the ACTIVITY follow:

1. Slips, trips, and/or collisions while using the climbing tower, landing pit, or floor below the climbing tower;
2. Misuse of equipment or facilities, or failure of equipment and facilities, including but not limited to: loose or damaged holds, worn or defective ropes, and worn or defective safety devices;
3. Your physical strength, coordination, sense of balance, and ability to follow or give directions while climbing or belaying;
4. Abrasion from or entanglement with ropes or equipment; and
5. Bad decision making by you or your belayers, and the presence, actions (including mistakes), or falls of other climbers, belayers, and observers.

Initials

EXPRESS ASSUMPTION of RISK and RESPONSIBILITY--You hereby acknowledge that participation in the ACTIVITY is purely voluntary. In recognition of the inherent risks of the ACTIVITY in which you may engage, you confirm that you are physically and mentally capable of participating in the ACTIVITY and/or using all facilities and equipment associated with it. You participate in the ACTIVITY willingly and voluntarily, and you assume the risk of any and all personal injury and/or damages to or loss of your personal property that occurs while at Great River Health Systems (GRHS). You assume such risk even if the injury or damage is caused by the negligence of others, including but not limited to members, visitors, other GRHS employees, directors, instructors, belayers, and spotters. You further assume such risk whether the ACTIVITY in which you are participating is organized or unorganized, part of a class or instructional, supervised or unsupervised. You are aware of the meaning of the terms "auto belaying", "top-rope climbing," and "belaying". You assume the risks of personal injury, accidents

and/or illness, including but not limited to: sprains, torn muscles and/or ligaments, fractures or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, exposure and/or altitude sickness, head, neck, and/or spinal injuries, shock, paralysis, and/or death.

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CAPABILITIES-HEALTH-INSTRUCTION--You recognize that GRHS may find it necessary to refuse or terminate the participation of any person judged to be incapable of meeting the rigors or requirements of any ACTIVITY. You accept the GRHS's right to take such actions for the safety of yourself and/or other participants. You will not engage in the ACTIVITY beyond your capabilities and will not cause any third party to be endangered by any of your actions during the ACTIVITY or while using the facility or equipment. You represent that you are in good health and have no physical or mental limitations or problems that would affect your safe use of the facilities or equipment. You agree to abide by all GRHS rules as they currently exist and as they are amended, and will immediately comply with all instructions and requests from the Great River Health Fitness (GRHF) climbing tower staff.

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MEDICAL TREATMENT and PHOTO AUTHORIZATION -- You hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the ACTIVITY. You either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on your behalf. You agree that any film or photographs of you, as a participant, becomes the property of GRHS and may be used for promotional or commercial purposes.

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RELEASE -- In consideration of being permitted to engage in the ATIVITY and to use the climbing tower, equipment and services provided by GRHS, you, on behalf of yourself and any minor children for whom you are the parent, legal guardian or otherwise responsible, your spouse, your heirs, personal representatives or assigns, do hereby release GRHS, its parent company, subsidiaries, principals, directors, officers, agents, employees, and volunteers from all liability; and you waive any claim for damage arising from any cause whatsoever, including negligence. You have read and understand this Acknowledgment and Assumption of Risks and Release of Liability. You understand that by signing this form, you are waiving valuable legal rights.

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ATTORNEY'S FEES and COSTS - INDEMNITY, JURISDICTION, and VENUE. In the event of any litigation involving any actions covered by this Acknowledgment and Assumption of Risk and Release of Liability, should GRHS prevail in whole or part, you shall pay GRHS's reasonable attorney's fees and costs, and you agree to indemnify and hold GRHS harmless from any claims, demands, or causes of action which are related to participation in the ACTIVITY. You agree that if any portion of the Acknowledgment and Assumption of Risks and Release of Liability is found to be void or unenforceable, the remaining portions shall remain in full force and effect. You agree that sole jurisdiction and venue for any litigation involving any actions covered by this Acknowledgment and Assumption of Risk and Release of Liability shall be in West Burlington, Iowa.

Initials

SAFETY GUIDELINES and REGULATIONS for the GREAT RIVER CLIMBING TOWER

Please read each of the following guidelines and initial in the box provided at the end of this section.

If you have any questions, please inquire to the GRHF staff. GRHS requires that parents or legal guardians of participants under the age of 18 initial for that participant, after thoroughly explaining the guidelines.

* I acknowledge and understand that, as a user of the GRHS Climbing Tower, I have a responsibility to conduct myself and any and all persons under my supervision, including minor children, in a proper, courteous and safe manner.

* I acknowledge and understand that no one may use the equipment and/or facilities at GRHF while under the influence of alcohol, drugs, or controlled substances.

* I acknowledge and understand that all visitors and members of the GRHF be safety certified and checked out by the Health Fitness certified climbing instructors in order to climb the Climbing Tower.

* I acknowledge and understand that **ONLY GRHF** staff are permitted to teach belay skills on the premises.

* I acknowledge and understand that the GRHF staff has the right to deny access to its facilities to any person, permanently or for a specific period of time, for any failure to adhere to the Safety Guidelines and Regulations, or for any conduct that is viewed as unsafe, inappropriate, or unhealthy, including but not limited to : horseplay, foul or rude language, or defiance of a GRHF staff request.

Initials

Signature

Date

Print Guardian's Name

Relation to Minor

Guardian's Signature

Date