

# ROCK WALL PERMISSION FORM



## ROCK WALL CLIMBING WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND THE WAIVER OF CERTAIN LEGAL RIGHTS.**

The person who is using the rock wall at KATZ JCC/CAMP BY THE SEA shall be referred to herein- after as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older OR it means both the PARTICIPANT and the PARTICIPANT'S parent's or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that rock wall climbing (hereinafter the "ACTIVITY") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDER-SIGNED hereby ASSUME ALL RISKS associated with the PARTICIPANT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY KATZ JCC/CAMP BY THE SEA, its affiliated organizations and companies and each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") FOR ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT'S participation in the ACTIVITY, including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.

By signing this release, THE UNDERSIGNED AGREE NOT TO SUE any RELEASED PARTY and agree they are releasing any right to make a claim or file a lawsuit against any RELEASED PARTY. THE UNDERSIGNED further AGREE TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD-PARTY arising in the whole or in part from the PARTICIPANT'S participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a client or suit brought by or on behalf of all of THE UNDERSIGNED.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASE PARTY from any loss incurred therein, or any claims arising therefrom.

In the case of a minor PARTICIPANT, THE UNDERSIGNED parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, BY SIGNING THIS RELEASE AS THE PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on be-half of the minor that the minor otherwise may have.

By signing this release without a parent or guardian signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY OTHERWISE HAVE.**

\_\_\_\_\_  
**Child's Name**

\_\_\_\_\_  
**Printed Name of Parent/Guardian**

\_\_\_\_\_  
**Signature of Parent/Guardian**

\_\_\_\_\_  
**Date**

**This portion will be signed by a JCC representative:**

\_\_\_\_\_  
**Printed Name of Katz JCC Representative**

\_\_\_\_\_  
**Signature of Katz JCC Representative**

\_\_\_\_\_  
**Date**