

Kansas Cliff Club

NOTICE

**THIS RELEASE FORM IS A CONTRACT WITH LEGAL CONSEQUENCES.
READ IT CAREFULLY AND INITIAL ALL PARAGRAPHS BEFORE SIGNING.**

In consideration of my being permitted by **Kansas Cliff Club, Inc. (aka Kansas Cliff Club or KCC)**, to climb at its facilities, I agree to the following waiver and release, and I make the following representations.

I am climbing as a guest of: _____

_____(initial)**I acknowledge that Kansas Cliff Club, Inc. has recommended the use of a helmet while climbing or belaying.** I agree that it is my choice to wear a helmet or not and assume all responsibility for that decision. If I choose to not wear a helmet at any time while climbing or belaying at Kansas Cliff Club, I hereby release Kansas Cliff Club, Inc. from all liability for any such personal injury that I may incur. **This release extends to injuries that may occur through the NEGLIGENCE of gym employees, members, officers or other parties released.**

_____(initial)**I acknowledge that climbing and rappelling are inherently dangerous sports** and I fully realize the dangers of participation in climbing and rappelling. I fully assume the risks associated with such participation including by way of example, and not limitation, the following dangers: falling, falling objects, equipment failure, inadequate equipment, weather conditions, bad decision making, inattentive belayers, and the possibility of serious physical and/or mental trauma or injury associated with athletic events. I understand that there are unforeseeable, freakish accidents, and I assume all risks associated with such accidents, even though I cannot foresee them.

_____(initial)**I agree it is my sole responsibility to be familiar with the club safety rules and agree to follow them.** I understand and agree that situations may arise which may be beyond the immediate control of the Kansas Cliff Club, Inc. and I must continually conduct myself so as to endanger neither myself nor others. I accept responsibility for the condition and adequacy of my equipment. I agree to pay attention to the state of all equipment both personal and club property. I agree to report any unsafe equipment or situation. I have no physical or mental condition which, to my knowledge, would endanger myself or others if I participate in Kansas Cliff Club, Inc.

_____(initial)I agree to assume all risk of personal injury, **including paralysis and death**, that may occur while I am in the gym, or while I am climbing anywhere, at anytime. I hereby release the Kansas Cliff Club, Inc., its owners, officers, employees, members, wall builders, wall designers, hold manufacturers, lessors, insurers and agents, from all liability for any such personal injury that I may incur. **This release extends to injuries that may occur through the NEGLIGENCE of gym employees, members, officers or other parties released.**

_____(initial)I understand that **indoor climbing and climbing on artificial structure are not the same as outdoor climbing**, and that additional skills are necessary for outdoor climbing that cannot be acquired in the gym. I agree to seek qualified instruction before attempting to climb outdoors.

_____(initial)For myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter collectively "successors") I hereby waive, release, discharge, hold harmless, and promise not to sue and indemnify the Kansas Cliff Club, Inc., property owner/s and their respective agents from any and all damages which may be sustained by me directly in connection with or arising out of my participation in or association with the Kansas Cliff Club, Inc.

_____(initial)I agree for myself and successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expense (including legal fees) incurred by the other party or parties in defending. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any subsequent waiver or modification.

My signature below indicates that I have had sufficient opportunity to read this entire document, that I have read it, and I understand it affects my legal rights. I agree to be bound by its terms.

Name (print): _____ Signature: _____ Age: _____

Date: _____

PARENT or AUTHORIZED GUARDIAN of a minor (under 18 years old). I, as a parent or authorized guardian of the above named minor, hereby give my permission for my child or ward to participate in the event, and further agree individually and on behalf of my child or ward, to the terms of the above.

Parent or Guardian Name (print): _____ Signature: _____

Date: _____

Participant or Parent / Guardian Contact Information

Address: _____ Phone: _____

City: _____ State: _____