



**Rio Vista Recreation Center
Climbing Wall Waiver**

**Acknowledgement of Risk
Release of Liability**

I AM AWARE THAT ROCK WALL CLIMBING INCLUDES CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY OR DEATH. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE RISKS INVOLVED.

In consideration of being allowed to use the rock climbing wall at the Rio Vista Recreation Center, I acknowledge and agree to the following:

Hazards of Climbing. Rock wall climbing is an inherently dangerous activity.

Climbing is Voluntary. The use of the Rio Vista rock wall, facilities, equipment or apparatus is voluntary with complete and full understanding that such usage involves hazards and dangers.

Conduct. I will obey and comply with all rules, regulations, or instructions of the Recreation Staff in charge of the wall.

Equipment. Any equipment or gear that I may receive, rent, or borrow from the Rio Vista Recreation Center, I use at my own risk.

Waiver. I hereby release and forever discharge the City of Peoria, and Arizona municipal corporation, its elected and appointed officials, directors, officers, boards, commissions, agents, representatives, servants, and employees, and any and all other persons, firms, or corporations who are or might be liable, from any and all claims of any kind or character which I/we have or may have against them due to my use, or my child's use of the Rio Vista Recreation Center Climbing Wall. This waiver includes all damages, losses, costs, expenses, and injuries that allegedly occur during the course of this activity. In that regard, I consent to indemnify, defend and hold harmless to the fullest extent permitted by law the foregoing persons and entities from any losses or damages, including reasonable attorney's fees and litigation expenses, which may be incurred by them in the event any such claims are asserted against them or any of them or any of them. I understand that medical claims are my responsibility. This waiver does not extend to any such claim or liability that is caused by the sole and exclusive intentional acts or gross negligence of the City of Peoria or its officers, employees, or agents.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I AM VOLUNTARILY SIGNING THIS AGREEMENT.

Date

I.D. Shown (Drivers License, Passport, etc.)

Name of Climbing Participant (if 18 or older)

Signature of Climbing Participant (if 18 or older)

FOR ANY CLIMBER UNDER THE AGE OF 18:

PARENT or LEGAL GUARDIAN: I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT. I AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE CITY OF PEORIA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITIES AND CLAIMS OF THE MINOR.

Date

Name of Climbing Participant (if under 18)

Printed Name of Parent/Guardian

Signature of Parent/Guardian