



**Maggie Daley Park Climbing Wall Waiver**

I, the undersigned, and my parent or legal guardian if I am a minor, in consideration of being allowed to participate in Maggie Daley Park' (hereafter "MDP") Climbing Wall activities and programs:

1. Agree that I will inspect the facilities and equipment to be used, and if I believe anything to be unsafe, I will immediately advise a staff member of such condition(s) and refuse to participate. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, including permanent disability and death, and that severe social and economic losses might result not only from my own actions, inaction or negligence, but the actions, inaction or negligence of others including MDP, the rules of play or the condition of the premises or of any equipment used. Further, there may be other risks not known to me or not reasonably foreseeable at this time. Specific risks include but are not limited to: falls from or contact with wall and equipment, bad decision making, inattention of belayers or actions by other climbers, misuse or failure of equipment, holds which may have become loose or damaged, falling climbers, falling climbing holds or hardware, head or bodily injury due to striking climbing surface or ground during falls, and unusual accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing and I agree that said list in no way limits the extent of this release.

**I VOLUNTARILY ASSUME ALL SUCH RISKS WITH THE FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISK INVOLVED.**

2. I hereby assume all the risk described above, even if MDP or its officers, directors, employees or agents, through negligence or otherwise, might be deemed liable. I hereby release, waive, discharge and covenant not to sue or assert any claims against MDP its officers, directors, employees or any agents, coaches, participants, sponsoring agents, sponsors, advertisers or others associated with MDP and, if applicable, owners and leasers of premises used to conduct Climbing Wall activities and programs, from any and all liability arising out of my participation on the Climbing Wall, even if the liability arises out of negligence that may not be foreseeable at this time. This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of MDP or the parties released.

3. I am in good health and have no physical limitations which would affect my safe use of the facilities.

4. I represent that I or my minor child are in sufficiently good physical condition to participate in Climbing Wall programs and activities of MDP without jeopardizing our health. I understand that I have given up substantial rights by signing this waiver and release, and sign it voluntarily. This waiver and release also binds my heirs and assignees.

5. I have read and understand the posted rules and agree to abide by them.

\_\_\_\_\_  
**Participant Name**

\_\_\_\_\_  
**Participant Signature (Guardian signature if under 18)**

\_\_\_\_\_  
Date

I agree to pay a \$150 replacement fee for any lost or damaged equipment I rent from MDP or do not return to the Field House Front Desk.

\_\_\_\_\_  
**Participant Signature (Guardian signature if under 18)**

\_\_\_\_\_  
Date