



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, skating, scooter and any other attractions that are offered at MDP (hereafter “MDP 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 the officers, directors, employees, leasers, owners, advertisers, sponsors, affiliates or agents of MDP specifically including the Chicago Park District, MB Real Estate Services, LHC Investment LLC and LSF MDP LLC (collectively the “MDP Parties”), 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, slip and falls while riding or playing on the ribbon, 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 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 various sports that I will participate in through the MDP Programs, 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 the MDP Parties, through negligence or otherwise, might be deemed liable. I hereby release, waive, discharge and covenant not to sue or assert any claims against the MDP Parties from any and all liability arising out of my participation in any MDP Program, even if the liability arises out of negligence that may 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 MDP 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 MDP Programs 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 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