

Date _____
Print Climber's Name _____
Address _____
City/State/Zip _____
Phone (inc. area code) _____
Date of Birth _____ Sex _____
Emergency Contact Name _____
Home Phone _____ Work Phone _____
Email address (optional) _____

RELEASE, ASSUMPTION OF RISK AND WAIVER OF LIABILITY TO SOUTHEAST CHRISTIAN CHURCH.

Each part of this document, front and back, must be completed and signed before climbing.

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE SOUGHT.

By signing the document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future, to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused, arising out of your use of the climbing wall at Southeast Christian Church, even if such a claim is based upon the actual negligence of Southeast Christian Church or its employees.

In consideration of being permitted by SCC to participate in its activities and to use its equipment and facilities, I hereby release, protect, indemnify, defend and hold harmless Southeast Christian Church of Jefferson County, Kentucky, Inc. ("SCC"), and each of SCC's employees, and any other climbers, Elders, volunteers, members, visitors, users, or other persons whom may be present at SCC (collectively, the "Indemnified Parties") from and against any and all losses, claims, causes, or damage (including damage to any property, and including all reasonable expenses of litigation, court costs, and attorneys' fees) (collectively, "Losses" or "Claims") incurred in connection with my use of the SCC Climbing Wall, and I hereby waive any right I may have against the Indemnified Parties with respect to any Losses; provided, however, that to the extent such Losses are caused by the willful misconduct of any Indemnified Party this paragraph will not apply to such Indemnified Party. It is my express intention that the terms of the preceding sentence include an agreement to waive all Losses caused by the negligence of any Indemnified Party. The provisions of this agreement are binding on me and my heirs, assigns, and personal representatives.

Initial _____

Initial

1) I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks, which can result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: falling off the wall; loose or damaged artificial holds; equipment failure; falling to the ground, falling on others, or being fallen on by others; fixed equipment failure; belay failure or an inattentive belayer; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; head injuries; or my own negligence. I agree to pay attention to the state of the ropes and anchors in the area of the SCC Climbing Wall and to advise SCC Climbing Wall volunteers or staff if I do any damage or notice any damage. I accept responsibility for the care and condition of my equipment, including but not limited to harnesses and ropes. Furthermore, SCC employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

Initial

2) I expressly agree and promise to accept and assume all of the risks existing in the activity, including but not limited to unanticipated or unforeseeable risks. My participation in this activity is purely voluntary, and I elect to participate in spite of all the risks.

Initial

3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Indemnified Parties from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SCC's equipment or facilities, including any such Claims which allege negligent acts or omissions of any of the Indemnified Parties.

Initial

4) Should SCC or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

Initial

5) If I file a lawsuit against SCC or any of the Indemnified Parties, it shall be filed in the Commonwealth of Kentucky and the substantive law of Kentucky shall be applied, without regard to conflict of law rules of that state. I also understand that this contract is severable; in other words, if any part of it is held by a court of law to be unenforceable, the remaining portions shall remain in full force and effect.

Initial

6) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

This agreement shall be effective from the date signed below until the date of the receipt of a written declaration signed by the participant, that this agreement shall no longer be effective with regard to any act or event from and after the date of the receipt via U.S. Mail of the written declaration addressed to Southeast Christian Church of Jefferson County, Kentucky, Inc., 920 Blankenbaker Parkway, Louisville, KY 40243-1845, attention: General Counsel.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Indemnified Parties on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant _____ Date _____

Print Name _____