

**First Reformed Church  
Climbing Wall  
Participant Agreement, Release and Assumption of Risk**

In consideration of the services of First Reformed Church their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FRC"), I hereby agree to release, indemnify, and discharge FRC, on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows:

1) I acknowledge that participation in individual and group initiatives, problem solving exercises and personal growth and development training entails known and unanticipated risks that could result in physical or emotional injury, or death. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks may include, among other things: Strenuous physical activity; slips and falls, sprains, strains, broken bones; other participants and/or my own negligence; and emotional stress. Furthermore, FRC facilitators 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 instruction, and the equipment being used might malfunction.

2) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless First Reformed Church 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 FRC's equipment or facilities.

4) I also agree to follow all posted rules for use and verbal instructions given on my behalf.

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

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.

7) In the event that I file a lawsuit against FRC, I agree to do so solely in the state of Iowa, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

8) This document is valid for the duration of the calendar year in which it was signed and dated.

**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 FRC 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 understood it, and I agree to be bound by its terms.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Date : \_\_\_\_\_

**For Participants under age 18**

In consideration of \_\_\_\_\_ (print minors name)(Minor) being permitted by FRC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FRC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Child's Birthday: \_\_\_\_\_ Age (as of September 1, 2011): \_\_\_\_\_