



# Release Of Liability/Agreement Not To Sue Climbing Wall Activities

*This Document Affects Your Legal Rights, Read It Carefully*

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

Please initial \_\_\_\_\_.

In consideration of being allowed to use the climbing facilities of Recreational Equipment, Inc.:

1. I agree that I will not sue, or otherwise make any claim against Recreational Equipment, Inc. (REI), any other sponsors/providers, or their employees, agents, and contractors, for any loss, injury or damage resulting from participation in rock climbing/artificial wall climbing activities.
2. I agree that REI, any other sponsors/providers, and their employees, agents, and contractors, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
3. I agree that use of the climbing facilities will be according to the rules and instructions of REI and any other sponsors/providers.
4. I agree that any equipment which I provide or may borrow or rent from REI or any other sponsors/providers during this activity, I use at my own risk. I understand and agree that REI and any other sponsors/providers shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment. REI and any other sponsors/providers make no warranties of any kind regarding this equipment.
5. To the fullest extent allowed by law I agree to RELEASE, INDEMNIFY and HOLD HARMLESS REI, any other sponsors/providers, their employees, agents, and contractors from all actions or claims from myself, my heirs or personal representatives for any loss, injury, or damage resulting from participation in rock climbing/artificial wall climbing activities, including the use of any equipment.
6. I understand that at this event or related activities, I may be photographed by REI. I agree to allow my photo/video or film likeness, or reproductions thereof made through any media, including any electronic media, to be copyrighted and used for any legitimate purpose by REI or its assigns. To the fullest extent allowed by law, I hereby waive any rights of publicity or privacy that I may have in my name or likeness.
7. The terms of this Release shall also be binding as to any other persons, including all family members, heirs/executors, or administrators, and including any minors which may accompany me. I understand this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect.
8. I am legally competent to sign this Release or my parent or legal guardian has also read and signed this Release.

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 SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.

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

\_\_\_\_\_  
Signature of Participant  
(Must also be signed by parent or legal guardian if participant is a minor.)

CO-OP# \_\_\_\_\_

\_\_\_\_\_  
Parent or Legal Guardian

If I am signing on behalf of a minor, in addition to the above, I also agree to RELEASE, HOLD HARMLESS and INDEMNIFY REI, any other sponsors/providers, and their employees, agents and contractors for any claims of the minor. I agree to be responsible for any medical expenses incurred by the minor.