



THE  
**WHITE  
MOUNTAIN**  
SCHOOL

## Fitness Center/Climbing Wall- Release/Indemnification of All Claims

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** By signing this agreement you give up your right to bring a court action to recover compensation or retain any other remedy for injury or death to your self, your child or your property, however caused, arising out of the use of the Fitness Center/Climbing Wall (climbing wall, multi-use court, exercise equipment) or anytime in the future.

### ACKNOWLEDGEMENT OF RISK

I **HEREBY ACKNOWLEDGE AND AGREE** that the sport of rock climbing and the use of the Fitness Center/Climbing Wall located in The White Mountain School (hereinafter referred to as the "Fitness Center/Climbing Wall") has inherent risks. I acknowledge that I/mychild am/is responsible for my/his/her own safety in climbing and other gym related activities and that The White Mountain School has no obligation to provide supervision or oversight for my/his/her safety. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Fitness Center/Climbing Wall including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and impacting against holds and projections, whether permanently or temporarily in place, or the floor of the Fitness Center/Climbing Wall.
2. Rope abrasion, entanglement or other injuries resulting from activities on or near the climbing wall, multi-use court, or exercise equipment such as but not limited to climbing, belaying, lowering on rope, rescue systems and any other rope techniques.
3. Injuries resulting from falling climbers or dropped items, such as but not limited to ropes or climbing hardware.
4. Cuts and abrasions resulting from skin contact with the climbing wall.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing wall.
6. Collisions or other accidents with climbers at the climbing wall.

I further acknowledge that the above is not inclusive of all possible risks associated with the use of the Fitness Center/Climbing Wall and the above list in no way limits the extent or reach of the release and covenant not to sue.

### RELEASE/INDEMNIFICATION

In consideration of my/my child's use of the Fitness Center/Climbing Wall, I, \_\_\_\_\_, the undersigned, agree to release and on behalf of myself, my child, my heirs, representatives, executors, administrators and assigns, **HEREBY DO RELEASE** The White Mountain School, it's officers, agents, and employees from any cause of action, claims or demands of any nature whatsoever, including but not limited to a claim of negligence, which I/my child, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against The White Mountain School on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my/my child's use of the Fitness Center/Climbing Wall, whether that use is **SUPERVISED OR UNSUPERVISED**, however the injury or damage is caused, including but not limited to the negligence of The White Mountain School. In consideration of my use of the Fitness Center/Climbing Wall, I, the undersigned user, agree to **INDEMNIFY AND HOLD HARMLESS** The White Mountain School, it's officers, agents and employees from any and all claims of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my/my child's use of the Fitness Center/Climbing Wall.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Fitness Center/Climbing Wall and that I/my child am/is voluntarily assuming the risks. I understand that I/my child will be solely responsible for any loss or damage, including death, sustained while using the Fitness Center/Climbing Wall and that by this agreement, I/my child am/is relieving The White Mountain School of any and all liability for such loss, damage or death.

I further certify that I/my child am/is in good health and that I/my child have/has no physical limitations, which would preclude safe use of the Fitness Center/Climbing Wall.

I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read the same of my own free will.

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

Participant: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_

Note: This form must be signed by a parents or legal guardian for any participant under the age of 18.