

Rock Climbing and Rappelling

WAIVER RELEASE COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

Name:

Address:

Group/Organization: BSA Troop 226

acknowledge my(our) receipt of permission to participate in Rock Climbing/Rappelling activities at Whipps Ledges, Hinckley Reservation within the Cleveland Metroparks system.

In consideration of the permission and privilege allowed me to participate in Rock Climbing/Rappelling activities (whether as a climber, rappeller or as a spectator), I agree to indemnify and save and hold harmless Cleveland Metroparks and the Board of Park Commissioners of Cleveland Metropolitan Park District, their agents, employees, successors or assigns, and all other persons, whether participant or spectator, from and against any and all losses, claims, actions or proceedings of every kind, nature or description which may be presented or initiated at any time hereafter to recover money, property, or damages for any injuries to persons, or any damage to property suffered or incurred during the conduct of my Rock Climbing/Rappelling activity or arising directly or indirectly from my participation in Rock Climbing/Rappelling activities.

In accepting the permission and privilege to participate in Rock Climbing/Rappelling activities under this Waiver, Release, Covenant Not to Sue and Hold Harmless Agreement, I understand this extends to and applies to any personal injuries, damages or losses which I may experience or sustain while engaged in this activity. I promise and covenant -for myself, my estate executor, heirs, and assigns not to file a lawsuit or initiate any claim procedure in respect to any -personal injuries, property damage, or losses I may experience or sustain arising directly or indirectly out of my participation in Rock Climbing/Rappelling activities. I acknowledge that I (am/am not) married and that my spouse is aware of my Rock Climbing/Rappelling activities and that he/she has consented to the terms and conditions of this Agreement. I acknowledge that I have fully inspected the premises upon which the Rock Climbing/Rappelling activities are to take place. I know the risks and dangers involved in such activity, and I know that unanticipated and unexpected dangers and hazards may occur during such activity. I freely assume all risks, hazards, dangers and losses which may occur in connection with my exercise of the permission and privilege allowed by Cleveland Metroparks.

I acknowledge that I have requested the opportunity to participate in Rock Climbing/Rappelling activities and that Cleveland Metroparks has in no manner encouraged or promoted any area within Cleveland Metroparks' for Rock Climbing/Rappelling activities. I acknowledge that the area of Cleveland Metroparks where I am going to participate in Rock Climbing/Rappelling activities was neither constructed nor is it maintained, inspected, or supervised-as a Rock Climbing/Rappelling facility by Cleveland Metroparks.

I acknowledge that I have certified to Cleveland Metroparks that I am physically fit and sufficiently trained to participate in Rock Climbing/Rappelling activities and that my participation is voluntary and/or my own desire.

IF PERMIT HOLDER IS UNDER 18 YEARS OF AGE

As the undersigned parents and natural guardian and/or legal guardians of the permit holder, I attest and verify that the permit holder has my full consent to participate in this activity and is physically fit and sufficiently trained for participation in Rock Climbing/Rappelling activities. I have read and understand this Individual Rock Climbing/Rappelling Permit as well as the Waiver, Release, Covenant Not To Sue, and Hold Harmless Agreement, and I acknowledge the terms and conditions of this Agreement and agree to be legally bound by all of the terms and conditions set forth above.

Participating in Rock Climbing/Rappelling activities, as a climber, rappeller, or as a spectator, is a dangerous activity. I have carefully read and understand the foregoing permit, as well as the waiver, release, covenant not to sue, and hold harmless agreement. The contents and meaning of this agreement are clearly understood by me.

Permit Holder's (Scout's) Signature _____ Date:

Mother/Father Signature _____ Date:

Mother/Father Signature _____ Date:

Signature of both parents or legal guardians if permit holder is under 18 years of age.