

Hanscom Fitness Center Climbing Wall

Release / Indemnification of All Claims and Covenant Not To Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement you give up the right to bring to court 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 HAFB Climbing Wall now or any time in the future.

Acknowledgment of Risk

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the Hanscom Fitness Center Climbing Wall (hereinafter referred to as the climbing wall) has inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the climbing wall, including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and impacting against rock faces and projections, whether permanently or temporarily in place, or the floor of the Fitness Center.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall, such as but not limited to climbing, belaying, rappelling, 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 structure. I further acknowledge that the above list of all possible risks associated with the use of the climbing wall and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Release / indemnification and Covenant Not to Sue

In consideration of my use of the Hanscom Fitness Center Climbing Wall, I, _____, the undersigned user, agree to release on behalf of myself, my heirs, representatives, executors, administrators and assigns, **HEREBY DO RELEASE HANSCOM FITNESS CENTER and the U.S. Government**, its 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 heirs, representatives, executors, administrators and assigns may not have, or have in the future against Hanscom Fitness Center on account of my personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the climbing wall, whether that use is supervised or unsupervised, howsoever the injury or damage is caused, including but not limited to the negligence of AFRC.

In consideration of my use of the Hanscom Fitness Center Climbing Wall, I, the undersigned user, agree to **INDEMNIFY AND HOLD HARMLESS HANSCOM FITNESS CENTER and the U.S. Government**, its officers, agents and employees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the climbing wall.

I hereby certify that I have full knowledge of nature and extent of risks inherent in the use of the Hanscom Fitness Center Climbing Wall and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the climbing wall and that by this agreement I am relieving the USAF SERVICES SQ of any and all liability for such loss, damage, or death.

I further certify that I am in good health and the I have no physical limitations which would preclude my safe use of the climbing wall.

I further certify that my date of birth is _____ (day/month/year), that my present age is _____, and that I am therefore of lawful age(18 years old or older) and otherwise legally competent to sign this agreement. I further 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.

IN WITNESS WHEREOF, this instrument is duly executed at HANSCOM AFB FITNESS CENTER this day of _____, 20_____.

Climbing Wall User's Signature

Climbing Wall User's Name, Printed Clearly

Parent Signature for Users Under 18 Years

Witness Signature (INSTRUCTOR)

Witness' Name, Printed Clearly (INSTRUCTOR)