

CLIMBING WALL
RELEASE OF LIABILITY
7 OCT 04

This release limits your right to recovery of damages in case of accident, property damage, injury, or death. Read this document before signing.

In applying to participate in the NEBRASKA NATIONAL GUARD'S MOBILE CLIMBING WALL PROGRAM (PROGRAM), the undersigned promise that they will inspect the grounds, structures, and equipment used in the PROGRAM prior to participating. They will assure themselves that the grounds, structures and equipment are properly designed, maintained and in proper working order. they further agree that theyI will not participate in the PROGRAM until they have completed an inspection, which satisfies them that these items are safe for the purposes they will be used. They will further note existing weather conditions and do agree that they voluntarily assume the risks arising from conditions related to participation in the PROGRAM by others or myself.

They do agree to hold harmless and indemnify the United States Government, the Department of the Army, the Nebraska Military Department, its employees and its agents for any loss, cost, and expense, damage to property, injury, or death arising from their participation in this event.

IN CONSIDERATION of being permitted to participate in the PROGRAM, THE UNDERSIGNED, for their selves, their personal representatives, heirs and next of kin, acknowledges, agrees and represents that they have, or will prior to participating in the PROGRAM, and will continuously thereafter, inspect the grounds, structures and equipment used in the PROGRAM. They further warrant that their participation, if any, in the event constitutes an acknowledgment that they have inspected such items and that they find and accept the same as being safe and reasonably suited for the purposes of their use. They further agrees and warrants that if, at any time, they feel anything to be unsafe, they will immediately advise the officials of such, discontinue their participation and leave the areas.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the United States Government, the Department of the Army, the Nebraska Military Department, its employees and agents or anyone else connected with the PROGRAM, hereinafter called GOVERNMENT, from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all losses or damages, and any claim or demands therefore on account of damage to property, injury or death , whether caused by the negligence of the GOVERNMENT or otherwise while the undersigned is participating in the PROGRAM in any manner to include but not limited to competing, officiating, working for, or observing the event;

THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are dangerous and involve the risk of property damage, injury, and death. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding , continue in full legal force and effect.

THE UNDERSIGNED further agrees to abide by and obey all laws, rules, and regulations, which are in effect concerning the PROGRAM, and agrees to comply with and obey the instructions and orders of the person or persons administering the PROGRAM.

THE UNDERSIGNED acknowledges and assures that he/she does not have any pre-existing or diagnosed physical or mental conditions that would preclude my participation in the PROGRAM. The undersigned agrees to advise the program administrator of any medical conditions regardless of the impact upon participation.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

SIGNATURE OF PARTICIPANT

WITNESS

DATE

DATE

IF YOU ARE UNDER NINETEEN (19) YEARS OF AGE, YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THIS AGREEMENT.

BY SIGNING AS THE PARENT OR GUARDIAN YOU ACKNOWLEDGE THAT YOU HAVE READ THE FORGOING DOCUMENT AND CONSENT TO THE PARTICIPATION OF THE ABOVE SIGNED MINOR AND AGREE THAT, THE PARTICIPANT AND YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT.

PARENT OR GUARDIAN

WITNESS

DATE

DATE

PARTICIPANT'S INFORMATION:

Name _____ Street address _____ City _____

State _____ Zip _____ Phone number _____ Alternate phone _____

EMERGENCY CONTACT INFORMATION:

Name _____ Street address _____ City _____

State _____ Zip _____ Phone number _____ Alternate phone _____