

# Rock Wall Waiver

**THE TOWN OF CORTLANDT  
YOUTH & RECREATION CENTER  
3 MEMORIAL DRIVE, CROTON-ON-HUDSON  
914-736-0498**

I hereby acknowledge and accept and agree that the sport of rock climbing and the use of the Climbing Wall involve inherent risks. I received full information regarding the Climbing Wall and The Town of Cortlandt Youth and Recreation Center and had the opportunity to ask any questions that I wished. I have examined the Climbing Wall and 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:

- a. All manner of injury resulting from my falling off or from the Climbing Wall and hitting the floor, wall faces, people or rope projections, whether permanently or temporarily in place;
- b. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall, including, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
- c. Injuries resulting from the actions or omissions of others including, but not limited to, falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts or personal effects;
- d. Cuts and abrasions resulting from skin contact with the Climbing Wall or any other surface;
- e. Failure or misuse of ropes, slings, harnesses, climbing holds, anchor points, or any part of the Climbing Wall;
- f. Failure to follow The Town of Cortlandt's employee's instructions or failure to ask for information or assistance.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and I agree that such list in no way limits the extent or reach of this Assumption of Risk, Release and Indemnification. If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform The Town of Cortlandt employees until corrected or satisfactorily answered.

I also agree to release and discharge The Town of Cortlandt and all of its employees, or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence, or event involving the Facility or The Town of Cortlandt. This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of the Released Parties. I further agree to indemnify, hold harmless, and defend The Town of Cortlandt from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Town of Cortlandt as a result of my using the Facility or participating in any activity sponsored by or involving The Town of Cortlandt.

The laws of the State of New York shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in the New York State Supreme Court.

## Town of Cortlandt - Rock Wall Waiver

**I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING ANY RELEASED PARTY.**

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

*\*Please print all of the required information legibly\**

Today's Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_ Class of: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

### **TO BE SIGNED IF PARTICIPANT IS A MINOR**

I represent that I am the parent or legal guardian of the above named individual and hereby consent to the individual using the Facility and participating in other activities sponsored by The Town of Cortlandt. In consideration for The Towns allowing the above named individual to use the Facility and participate in the other activities, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend The Town of Cortlandt from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Town of Cortlandt as a result of the above named individual using the Facility or participating in any other activity involving The Town of Cortlandt..

**THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.**

*\*Please print all of the required information legibly\**

Today's Date: \_\_\_\_\_

Name of Parent or Court-Appointed Legal Guardian: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Work or Cellphone Number: \_\_\_\_\_

Signature of Parent or Court-Appointed Legal Guardian: \_\_\_\_\_