The City and County of Broomfield Recreation Services
Climbing Wall
ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE

Notice: This is a legally binding contract. Read this document carefully.

In consideration of being permitted to take part in the activity, or utilize the climbing wall as set forth here in, I expressly agree as follows: I hereby acknowledge that climbing and bouldering contains dangers and risks and may result in injury to the participant. I hereby assume all risks of personal injury, death, property damage, bad decision making, and inattention of belayers or actions of other climbers from any causes what so ever arising while my child or I are participating in such activity. I, or my child, are in good health and are physically able to participate in any and all climbing activities. I agree to unconditionally waive and release the City and County of Broomfield and it's officers, employees, volunteers, agents , servants , and all representatives and sponsors from any and all injuries, claims, causes of action and liabilities of any nature and kinds that I or my child may sustain, or any damage that may be caused to my or my child's property in connection with said activities or use of such facilities or services , including injuries sustained or property damage caused by any use of equipment I may rent or borrow from the City and County of Broomfield Recreation Services, their officers ,employees , agents , servants or sponsors, to the extent allowed by law. I understand that no amount of care, caution, instruction or expertise can eliminate the inherent dangers associated with this activity.

I understand that the Climbing Wall is 35 feet high, ranging from beginning to advanced degrees of difficulty, including overhangs, cracks, and hand holds. I hereby acknowledge and agree that the activity of rock climbing and the use of the Paul Derda Recreation Center 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 wall, including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and hitting holds, faces and projections, whether permanently or temporarily in place, or the floor;
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, auto belay devices, and any other rope techniques;
3. Injuries resulting from falling climbers or dropped items; such as, but not limited to, ropes, hand holds, and any other climbing hardware;
4. Cuts and abrasions resulting from skin contact with the climbing wall;
5. Failure of equipment, whether issued by Broomfield Recreation Services or of my own property, including but not limited to ropes, slings, harnesses, climbing hardware, auto belay devices, anchor points, or any part of the climbing wall structure. I understand that if I choose to use my own climbing equipment to climb and belay with I am responsible for using that equipment in accordance with the manufactures standards. I must demonstrate to Paul Derda Rec. Center staff that I am capable of using this equipment properly during a skills assessment.
6. Muscle strain, contusions and rope burns caused by belaying another climber.
7. My physical strength, coordination, sense of balance, or ability to follow directions while climbing, belaying or participating in the activity.

I further realize that not all risks are listed herein and acknowledge that I am voluntarily and willingly participating in this activity even though some risks are apparent and others are not identifiable. I am voluntarily and willingly signing this waiver & release and I elect to do so in spite of the risks. I have read this document carefully and understand the information being presented.

Any Paul Derda Recreation Center staff may require a climber or belayer to re-take the skills assessment and participate in an additional climbing orientation, if there is any reason to believe that the climber's capabilities have degraded, are impaired, or are suspect.

I also authorize and consent to any emergency X-ray examination, medical diagnosis, or treatment or hospital care to be rendered to me or my child under the general or special supervision, and on the advice of any physician licensed to practice in the State of Colorado.

Participants may be photographed while utilizing the facility, services, or participating in a Broomfield Recreation Services program and said photographs, or likeness of me, may be used to publicize activities as the City and County deem appropriate.

Climber Name:_____ **Signature** : _____
(Parent or Guardian if under 18)

I, the undersigned user of the Climbing Area,
accept full responsibility for my own actions and will
respect other participants while on and around the climbing area.
I agree to abide by the following policies:

(Initial) _____ • I must have a signed "Acknowledgement of Risk" on file at the Paul Derda Recreation Center.

(Initial) _____ • I will inform the Climbing Wall Staff/Facility Coordinator of any concerning behaviors that are not in accordance with the policies of this facility.

(Initial) _____ • I will report all accidents and equipment damage immediately to the Climbing Wall Staff/Facility Coordinator

(Initial) _____ • I will recognize the importance of following the staff's directions regarding technique, training, equipment use, and other rules and I agree to abide by such directions.

(Initial) _____ • Any and all types of instruction will only be provided by the Climbing Wall Staff.

(Optional) _____ • **I give permission ONLY to Paul Derda Rec. Center staff to belay for myself or my child. If you choose to have non employee climbers belay for you or your child, DO NOT INITIAL (an assessed climber may belay my child whether I am present in the facility or not).**

(Initial) _____ • All children ages 14 and under must be accompanied by an adult.

(Initial) _____ • I understand that each visit I must present a Broomfield Rec. I.D. card before I will be allowed to climb.

(Initial) _____ • I understand that as a guest/drop-in climber I must be accompanied by an employee or if approved an assessed climber at all times while in the climbing area. I understand that as a guest/drop-in climber I am not allowed to boulder or use the Auto Belay device.

The Climbing Wall Staff and the Paul Derda Recreation Center reserves the right to deny access to its facilities to any individual permanently, or for a specified period of time for failure to follow these policies, or for any conduct that is deemed inappropriate.

In consideration of the use of the Climbing Area, I acknowledge that I have read and agree to abide by these policies. I am at least 18 years of age and otherwise legally competent to sign this agreement.

If signing for a minor (Initial)

_____ • ***If I am signing for a minor under 18 years of age I know that I must be the minor's legal parent or guardian (relatives, nannies, friends cannot sign this document unless they have legal guardianship of the minor child). If Paul Derda Recreation Center staff has any reason to doubt that you are not the legal guardian, the minor will not be allowed to climb)***

Please print clearly

One climber per waiver. Valid for one year from today's date.

Climber's Name_____ **Date of Birth**_____

Address_____

City _____State _____Zip_____ Home Phone_____

Emergency Contact _____Emergency Phone (if different than home)_____

Signature _____ Today's Date _____

For office use only:

Look up each climber in the system before you put waiver away.
Did you look up climber: Yes No
New Entry? Yes No
If new entry did you write down database #: Yes
Is waiver complete and legible: Yes No

Database #

_____

Staff Initials: _____