Warner Camp -- Mitch Rossen Climbing Wall Zip Line

RELEASE & INDEMNITY AGREEMENT & CONSENT FOR MEDICAL TREATMENT.

I understand that, before I will be allowed to use the climbing Wall/Zip Line at Warner Camp, I must listen to and adhere to Warner Camp's Climbing Wall Zip Line orientation, belaying techniques, climbing techniques, and proper climbing wall etiquette.

As part of the consideration for participating in the climbing wall/Zip Line being offered by Warner Camp, I hereby release, hold harmless, and forever discharge Warner Camp, its employees and agents from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by me or to any property belonging to me while participating on the climbing wall/ Zip line.

I understand that the risks associated with climbing wall activities include, but are not limited to Injury, disability or death resulting from:

- 1. Falling from the climbing wall and impacting against wall surfaces or projections or the ground;
- 2. Rope abrasion, entanglement or other activities Involving ropes on or near the climbing wall such as climbing, belaying, rappelling, lowering on rope, rescue systems, and other rope techniques;
- 3. Contact with falling climbers or dropped objects;
- 4. Musculoskeletal injuries resulting from the physical stress of climbing and/or belaying;
- 5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, other climbing equipment or any part of the climbing wall;
- 6. Cuts and abrasions resulting from skin contact with the climbing wall.

I understand and acknowledge that Warner Camp does not permit any un-roped activities, such as traversing and bouldering without a spotter. I further understand and acknowledge that Warner Camp requires the use of safety helmets. In the event of illness or injury, I hereby authorize the senior staff or supervisory staff or other agents to obtain emergency or other medical treatment for me as deemed necessary, in case of emergency, and I hereby assume the cost of such treatment. I understand that this authorization is given in advance of hospital care being required but is given to provide authority and power on the part of the Camp to give specific consent to the diagnosis, treatment, or hospital care which, in the best judgment of a licensed physician, is deemed advisable. I agree that a photocopy of this signed release and consent form as

effective as the original, and recognize that neither Warner Camp, or staff or other employees or agents assumes responsibility for, nor do they have any liability for, the medical assistance and care which may be so selected and provided.

I further agree to indemnify and hold harmless Warner Camp, its employees and agents, from any loss, liability, damage or cost, including court costs and attorney's fees that they may incur due to my participation in this activity, except that caused by the negligence of Warner Camp, its employees or agents.

This release and indemnity agreement is binding on myself, my heirs, assigns, and personal representatives. I acknowledge that I am 18 years old or older. If I am not at least 18 years old, I understand that my parent's or guardian's signature must appear below before I will be permitted to participate in the activity.

| Participant Name | |
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| | |
| Signature of Participant/ Signature of Parent or Guardian (if participant is under 18) | |
| Date: | |