



WAIVER AND RELEASE OF LIABILITY

To participate in any activities in the Vashon Recess Lab this waiver and release of liability must be signed. Upon signing it, you will give up your right to sue the Vashon Recess Lab or anyone associated with the Vashon Recess Lab for injuries or losses you suffer while using our facilities.

Participant Last Name	Participant First Name	Date of Birth	
Participant's Legal Guardian/Parent Names (if climber is a minor)			
Address	City	State	Zip Code
Cell/Home Phone	Email Address		
Emergency Contact	Emergency Phone	Relationship to climber	

“YOU” AND “I,” AS USED HEREIN, INCLUDES THE PARTICIPANT AS WELL AS HIS OR HER HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS. BY SIGNING THIS AGREEMENT, YOU ARE SIGNING ON BEHALF OF THE BELLOW LISTED PERSONS AND YOUR SIGNATURE SHALL BE CONSIDERED BINDING UPON THEM.

I UNDERSTAND THAT SIGNING THIS DOCUMENT WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS FROM SUING THE VASHON RECESS LAB, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR GUESTS FOR ANY INJURIES, INCLUDING DEATH AND PARALYSIS, OR DAMAGES THAT I MIGHT RECEIVE WHILE PARTICIPATING IN ANY ACTIVITIES AT THE VASHON RECESS LAB LOCATED AT 17641 VASHON HIGHWAY SW, VASHON, WA 98070

****Initial inside each box below when read and understood***

[] 1. Climbing, bouldering and physical fitness training activities are dangerous and I ASSUME ALL RISKS, whether known or unknown, of injury, including death, illness or damage to my property.

I understand that there is a significant risk of serious physical injury, death and other damages inherent in indoor and outdoor climbing, bouldering and physical fitness training activities and in my use of facilities and instruction relating to these activities. These risks and hazards can include, but are not limited to, injuries arising from falling and striking objects or other people; being struck by falling objects or people; failure of any part or all of the climbing structures, flooring systems, building or training and fitness apparatus; defective, worn, uneven, separated or additional flooring or pads; hazards created by additional pads; falling and failing to land on a crash pad; failure and/or breakage of climbing holds; failure of climbing hold anchoring systems and hardware; failure of anchoring systems, anchors and belay devices used to secure climbing anchors and ropes; falling because of improper use of ropes and safety equipment; strained or sprained muscles, joints and connective tissue; broken bones; personal injury including paralysis, death, illness, property damage, and other losses. Injury or death can arise from errors in judgment, from lack of training or information, from the negligence of me, employees or agents of SBP or other parties, as well as the risks normally associated with athletic endeavors. There is no way to eliminate the risk of serious harm or death. I understand that my use their facilities and any instruction or knowledge I obtain at the facilities IS NOT sufficient to prepare me for the dangers and risks of indoor and outdoor climbing. **I CERTIFY THAT I UNDERSTAND CLIMBING, BOULDERING AND PHYSICAL FITNESS TRAINING ACTIVITIES, EXPOSE ME TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY BPARTICIPATING IN ANY SUCH ACTIVITY AT THE VASHON RECESS LAB FACILITIES.**

[] 2. Release of liability, WAIVER OF CLAIMS, assumption of risk and hold harmless agreement is given in consideration for my participation I recognize that the VASHON RECESS LAB could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the right to use the VASHON RECESS LAB facilities, **I RELEASE THE VASHON RECESS LAB AND ANYONE ASSOCIATED WITH THE VASHON RECESS LAB, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, STAFF, INSTRUCTORS, MEMBERS, AGENTS, GUESTS AND THIRD PARTIES, FROM ALL LIABILITY, AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ALL CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY KIND**

WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF NEGLIGENCE, WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN OR FROM MY USE OF VASHON RECESS LAB, FACILITIES OR EQUIPMENT.

3. Covenant not to sue is given in consideration for my participation and use of VASHON RECESS LAB facilities.

Additionally, in consideration of my right to participate in the VASHON RECESS LAB sponsored activities and use the VASHON RECESS LAB facilities, **I WILL NOT SUE THE VASHON RECESS LAB, OR ANYONE ASSOCIATED WITH THE VASHON RECESS LAB , INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, MEMBERS, AGENTS AND GUESTS FOR ANY INJURIES, ILLNESS, DEATH, DAMAGES OR OTHER RELIEF THAT I MAY CLAIM THAT ARISE OUT OF MY PARTICIPATION.**

4. I will protect the VASHON RECESS LAB from liability.

For the right to use the VASHON RECESS LAB facilities, **I agree to defend, protect, indemnify, and hold harmless the VASHON RECESS LAB , its officers, directors, members, instructors, employees, agents and guests from and against any and all claims, suits, actions at law or in equity, for damages or other relief and against any liability of any nature, together with attorneys' fees and costs incurred, that may arise out of my use of the VASHON RECESS LAB property or facilities.**

5. I agree to abide by all the VASHON RECESS LAB facility rules.

I agree to abide by all of the rules contained in written form as well as verbal directions that may be given by the VASHON RECESS LAB staff or employees.

6. I am physically qualified to participate.

I certify that I have no physical limitations or medical conditions that would impair my ability to fully and safely participate in activities at the VASHON RECESS LAB. I agree to promptly communicate any conditions that may have any effect on my ability to fully and safely use the VASHON RECESS LAB facilities, so that a determination can be made as to the proper course of action.

7. Other provisions.

This agreement constitutes the complete and sole agreement between you and the VASHON RECESS LAB , its officers, directors, instructors, employees, agents, members and guests. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding. **INDIVIDUAL OFFICERS, DIRECTORS, MEMBERS, INSTRUCTORS, EMPLOYEES AND AGENTS HAVE NO AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING.**

I AM FULLY AWARE OF THE CONTENTS OF THIS AGREEMENT AND RELEASE, AND HAVE READ AND UNDERSTAND ALL OF THE TERMS. THE TERMS OF THIS AGREEMENT BIND ME, MY FAMILY (INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS), HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES AND ASSIGN. I recognize that if I have any questions regarding my waiver of rights, I should consult an attorney.

Participant Signature: _____ Date: _____

Printed Name: _____

TO BE SIGNED IF THE PARTICIPANT IS A MINOR

I am the parent or legal guardian of the above individual and hereby consent to their use of the Vashon Recess Lab's facilities. I agree to be bound by the terms and conditions of this Waiver and Release of Liability. On behalf of myself, my spouse or domestic partner, I hereby knowingly and voluntarily waive and release and hold harmless the Vashon Recess Lab, its officers, directors, instructors, employees, agents and guests, and all others associated with the Vashon Recess Lab of and from all claims, demands, debts, expenses, causes of action, damage and liabilities, lawsuits, whether known or unknown, in law or equity, that said above minor ever had or may have, arising from or in any way related to participation in activities in connection with the facility and sponsored events. I further agree that I have sole and responsibility for the safety and wellbeing of the above named minor while they are using the facilities or participating in the Vashon Recess Lab facilities.

I further agree to indemnify, hold harmless and defend the officers, directors, instructors, employees, agents and guests, and all others associated with the Vashon Recess Lab from and against any loss, damage, expense, liability and/or attorneys' fees, including those brought by or on behalf of, or otherwise caused by the above named participant.

Parent/Guardian Name Signature: _____

Printed Name: _____