



VASHON RECESS LAB CLIMBING WALL RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Participant Last Name _____ First Name _____ D.O.B. _____

Participant's Guardian/Parent Names (if climber is a minor) _____

Address _____ City _____ State _____

Climber/Guardian Phone _____ Email _____

Emergency Contact _____ Emergency Phone _____

In consideration of the services and activities provided by the Vashon Recess Lab its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "VRL"), I hereby agree and acknowledge as follows, on behalf of myself, children, parents, spouse or partner, heirs, assigns, personal representative and estate:

1. The services and activities provided by VRL can be dangerous. The use of any VRL's services or activities entail risks, both known and unknown, which could result in significant physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falls, and the negligence of VRL or other guests. I expressly agree and promise to accept and assume all risks inherent in using the services, activities and facilities of VRL, both known and unknown, whether or not caused or alleged to be caused by the negligent acts or omissions of VRL. My use of the VRL's services, activities and facilities is purely voluntary, and I elect to participate in spite of the risks.

2. I am familiar with the safety features of the facility I will be using and other equipment that I will use (whether or not such equipment is provided by VRL) and acknowledge that these safety features and precautions may not be all that is necessary to minimize the risk of injury or provide maximum protection from injury or death.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VRL from any and all claims, demands, or causes of action, which are in any way arise out of or are connected with (a) VRL's equipment and facilities, (b) any alleged negligent acts or omissions of VRL, or (c) my participation in the services and activities provided by VRL.

4. I agree, to the maximum extent permitted by law, not to make any claim against or sue VRL (whether in court or in arbitration) in any way connected with, arising out of, or relating to, personal injury, damage or death. Should VRL incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the services and activities provided by VRL, and to bear the costs of such injury or damage myself if not covered by insurance. I further certify that I have no medical or physical conditions which could limit or interfere with my participation in the services and activities provided by VRL, or else I am willing to assume and bear the costs of all consequences and risks that may be created, directly or indirectly, by any such condition.

6. I agree that the validity and enforceability of this agreement will be governed by Washington law without regard to its conflict of law rules.

7. I agree to abide by the rules of the facility and any directions given by VRL while at its facilities.

By signing this agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in the services or activities provided by VRL, I may be found by a court of law to have waived my right to maintain a claim or lawsuit against VRL for the claims from which I have released VRL herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT THIS DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant or Guardian/Parent of Participant:

(18 years and older must sign): _____ Todays Date: _____