

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

WARNING, THIS AGREEMENT IS LEGALLY BINDING by signing it, you give up your right to recover compensation through the courts or otherwise, for any personal injuries or damage to your child, or for any death, arising out of your use of the Everlast Climbing Industries, Inc (ECI) and/or High Point Friends School (HPFS) rock climbing walls, equipment, or participation in any HPFS summer program. This includes but is not limited to any injuries that may occur during field trips or due to interaction with live animals, exposure to outdoor elements, or sports related accidents. This agreement is binding on you, your heirs, next of kin, assigns, and personal representatives. This agreement also requires you to indemnify and hold harmless the persons released from any losses, liabilities, damages and costs.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

I, the undersigned, acknowledge and agree that the use of the facilities, climbing walls or equipment of ECI/HPFS and the taking of classes or participating in activities sponsored by ECI or HPFS has **INHERENT RISKS**. Those risks include, but are not limited to the following:

1. Injuries resulting from the negligence of the owner, operators, employees or volunteer assistants of ECI/HPFS or the negligence of other climbers, campers, visitors or persons who may be present at ECI/HPFS or the negligence of the designers manufacturers or installers of the facilities, climbing walls or equipment of ECI/HPFS or the negligence of the landlord of ECI/HPFS.
2. Injuries of death resulting from the failure or negligent misuse of the facilities, climbing walls or equipment of ECI/HPFS.
3. Injuries resulting from slips, trips or falls while using the facilities, climbing walls or equipment of ECI/HPFS.
4. Injuries resulting from the fall of other persons who may come into contact with me or from any falls in which I come into contact with other persons.
5. Injuries that occur from the negligence or lack of adequate training of those volunteers or employees of ECI or HPFS who seek to assist with medical or other help either before or after injuries have occurred.
6. Injuries resulting from the failure of equipment used at ECI or HPFS, including but not limited to, failure of ropes, slings, harnesses, belay devices, handholds, anchor points and any other part of the climbing structure.
7. Injuries resulting from the interaction with live animals, plants and insects or from the contact with any other outdoor element.
8. Injuries that occur during a planned field trip due to equipment failure or misuse, negligence, contact with outside facilities, or other persons.
9. Injuries related to any sport or game played individually or with a group that may be due to improper use, failing equipment, negligence or lack of experience of fellow campers or staff member of HPFS.

I am aware of these and numerous other inherent risks in participation in the HPFS summer camp and the use of ECI and HPFS facilities, climbing walls or equipment. I freely and voluntarily assume complete responsibility for these risks and for the injuries that may occur as a result of these risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be solely responsible for any loss or damage my child may sustain, including personal injuries, damage to property, or damage arising out of death.

Parent Initials _____

PLEASE CONTINUE ON BACK

RELEASE AND PROMISE NOT TO SUE

In consideration of my child observing or using the facilities, climbing walls or equipment of ECI/HPFS and/or in consideration of their participating in the classes or activities sponsored by ECI/HPFS, I hereby agree to release from all liability, discharge, and promise not to sue ECI/HPFS, or any member, employee, volunteer, or agent of ECI/HPFS or any other climber, visitor, camper or person present in or using the facilities, climbing walls or equipment of ECI/HPFS.

In consideration of my child observing or using the facilities, climbing walls or equipment of ECI/HPFS, and/or in consideration of their participating in the classes or activities sponsored by ECI/HPFS, I also hereby agree to release from all liability, discharge, and promise not to sue the designers, manufacturers or installers of the facilities, climbing walls, programs or equipment of ECI/HPFS or the landlord of ECI/HPFS.

This agreement releases the aforementioned persons from any liability to my child, me, my heirs, or next of kin, assigns, or personal representatives, for any losses or damages or claims or demands arising out of my child's personal injuries, damage to their property, or from their death.

If any provision of the Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions, and to this end of the provisions of the Agreement are to be severable.

Parent's Initials _____

INDEMNIFICATION AGREEMENT

In consideration of my child observing or using the facilities, climbing walls, or equipment of ECI/HPFS and/or in consideration of their participating in the classes or activities sponsored by ECI/HPFS, I agree to indemnify and hold harmless the persons released and discharged by me from any loss, liability, damages or cost that they may incur due to the presence of any claims or actions by me, or by my heirs, next of kin, assigns, or personal representatives, arising out of my child participating in any HPFS summer program, observing or using the facilities, climbing walls or equipment of ECI/HPFS event.

Parent's Initials _____

RELEASE OF IMAGES

In consideration of my child participating in HPFS Summer Camps, observing or using the facilities, climbing walls or equipment of ECI/HPFS and/or in consideration of their participating in the classes or activities sponsored by ECI/HPFS, I hereby grant to ECI and HPFS, its subsidiaries, affiliates, licensees, successors and assigns, the right to photograph my child and use their name and likeness for any legitimate business purpose, including but not limited to promotion and advertising. This grant shall extend to any and all reprints and reissues of any such photographs.

Parent's Initials _____

_____ **I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND I AM SIGNING THIS RELEASE ON BEHALF OF THE MINOR**

I have read this agreement thoroughly and understand the terms. No oral representations or statements or inducements have been made to me that change, alter or modify anything within the written agreement. I agree to said terms.

Print Name of Parent

Signature of Parent

Phone Number

Street (Print)

Date

City/State/Zip (Print)

Email Address

Emergency Contact Name & Phone Number

Participants Birth Date and Age

Print Child's Name