



# Northern New England District Royal Rangers

## ACKNOWLEDGEMENT OF RISK

### For Portable Rock Climbing Wall



Participant Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Age: \_\_\_\_\_

Birthdate: \_\_\_/\_\_\_/\_\_\_

Organization Name (if an affiliated Outpost, District, or other organized group or camp):

In consideration of the services of Northern New England District Royal Rangers, their agents, owners, officers, volunteers, participants, employees, and all the other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "NNEDRR"), I agree as follows:

(1) I acknowledge that high adventure activities such as rock wall climbing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of uneven terrain around the perimeter and slips and falls; being struck by falling items; skin rash caused by rubbing bare flesh against rough surfaces; the use of ropes and equipment; the forces of nature, including unexpected weather changes; the risks of falling off the climbing wall; the risks of exposure to insect bites; my own physical condition, and the physical exertion associated with this activity.

Furthermore, NNEDRR volunteers and employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might fail or malfunction.

(2) My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

(3) I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

(4) In the event that I file a lawsuit against NNEDRR, I agree to do so solely in the state where such injury occurred and I further agree that the substantive law of such state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Signature of Parent of Guardian, if participant is under 18 years of age

In consideration of \_\_\_\_\_ (Minor) being permitted by NNEDRR to participate in its activities and to use its equipment and facilities, I agree that I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_