

# Release of Liability

Name: \_\_\_\_\_ Sponsor: \_\_\_\_\_ Unit: \_\_\_\_\_

Last, First

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: (name/phone #) \_\_\_\_\_

**1. ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in any of the following activities; top-rope climbing, lead climbing, auto-belay climbing, bouldering, instructional classes, birthday parties, military unit cohesion activities, competitions, games, private lessons (hereinafter referred to as “the Activity”), which is organized by Ramstein Outdoor Recreation (hereinafter referred to as “RODR”). I understand that the Activity is inherently dangerous. Some hazards include, but are not limited to:

- Any manner of injury, including serious injuries such as fractures, spinal and brain injury while climbing with or without the use of a rope;
- Any manner of injury due to a failure of ropes, knots, harnesses, climbing hardware, anchor points and/or any part of the climbing structure;
- Any manner of injury due to a failure of the belayer to protect against a fall;
- Any manner of injury resulting from falling and impacting against holds or the ground;
- Cuts and abrasions resulting from rope entanglement or skin contact with climbing panels;
- Injuries resulting from falling climbers, dropped items such as ropes or climbing hardware, or reckless conduct of other participants.

I also understand that, as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injury and my property may be lost or damaged. In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

**2. ASSUMPTION OF THE RISKS:** I hereby freely accept and fully assume the above-mentioned risks as well as other risks not listed that are part of the Activity and any harm, injury, or loss that may occur to me or my property as a result of my participation in the Activity including any injury or loss caused by the negligence of RODR, its employees, agents and officers, and other Activity participants. I also understand that any equipment that I provide or may borrow or rent from RODR or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability. I consent to receive first aid and medical treatment by the RODR staff in the event of an accident, injury, or illness while participating in the Activity.

**3. RELEASE OF LIABILITY:** I hereby **RELEASE RODR**, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, and their respective employees, officers, and directors (“the Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS that arise in any way from any injury, death, loss, or harm that occur to me** or to any other person or to any property during the Activity or in any way related to the Activity. This **RELEASE** includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This **RELEASE** does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Air Force Instructions do not permit to be excluded by this agreement. I also agree not to make a claim against the Released Parties for death, injuries, loss, or harm that occurs during the Activity or are related in any way to the Activity.

**4. INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE:** I promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with

AUTHORITY: 10 USC 8072; EO 9397

PRINCIPLE PURPOSE: Collect data on RODR’s participants, risk acknowledgement, and release of liability

ROUTINE USES: See “Principle Purposes.”

DISCLOSURE IS VOLUNTARY: You are not required to complete this information, but your failure to do so may result in you not being able to participate in RODR Activities.

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these promises, I will reimburse the Released Parties for any damages that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

**5. AGREEMENT TO FOLLOW RULES AND PROCEDURES:** I acknowledge that I have read and fully understand the Climbing Wall Rules and Auto-Belay Procedures. I agree to follow all rules and procedures and to follow all directions given to me by RODR staff. I understand that failure to comply with written rules and/or verbal instructions could result in not being allowed to participate in the Activity.

**6. SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Air Force Instructions. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent to carry out the purpose of the agreement.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date of birth: \_\_\_\_\_

**If participant is a minor, signature of parent or legal guardian is required below:**

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child** during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct.

Parent/Legal Guardian: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Relationship: \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORITY: 10 USC 8072; EO 9397

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ROUTINE USES: See "Principle Purposes."

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