

# Columbine Middle School Climbing Wall Program

## PARENT'S PERMISSION WITH WAIVER AND RELEASE OF CLAIMS AND MEDICAL AUTHORIZATION School Year 2022-2023

**PARENT'S PERMISSION:** I/We, the undersigned, affirm that I/We are the parents or legal guardian of the following named minor child: \_\_\_\_\_ (“Student”). I/We hereby state and affirm that I/We have read the “CMS Climbing Wall Information” and “General Rules” and “Auto Belay Check List” that are attached hereto, and I/We hereby give permission for the Student to participate in the activity of “indoor rock climbing” on the CMS Climbing Wall referenced therein and to participate in all activities related thereto, including indoor climbing instruction and recreational climbing activities.

**PARENTS' AND STUDENT'S REPRESENTATIONS:** In consideration of permitting the Student to participate in the Program, and as an express inducement therefor, the Parents and Student hereby state, affirm, and agree to the following:

- a. The Student is in good health and condition and has no illness, condition, or impairment that would make it extraordinarily unsafe for him to participate in the activity of indoor climbing on an artificial climbing wall.
- b. The Parents and Student understand that, notwithstanding the auto-belay system that is part of the CMS Climbing Wall, the activity of climbing on an indoor climbing wall is inherently dangerous and unpredictable, and that dangers and risks may arise from defects, breakage or improper use of the climbing equipment and that such risks and dangers are present in indoor climbing regardless of the Student's skill, training, or the presence of trained staff members, and that serious injuries or even death can occur even to experienced participants in such activity.
- c. The Parents and the Student shall ensure that the Student shall at all times observe and practice proper techniques, methods, and precautions to ensure the Student's safety to the greatest possible extent while participating in climbing activities on the CMS Climbing Wall, including without limitation adherence to the General Rules and Auto Belay Check List attached hereto.
- d. The Parents and Student understand and agree that the Student's use of the CMS Climbing Wall shall be at the Student's sole risk, and that Montrose County School District RE-1J (the “District”) expressly disclaims any representation or undertaking that climbing on an indoor climbing wall is safe for the Student, and further disclaims any and all liability or responsibility for any injury, harm, or

damage that may occur from or in connection with the Student's participation in the activity of climbing on an indoor climbing wall.

e. The Parents affirm that they are aware of the kinds of risks their child will face in using the CMS Climbing Wall, and recognize that the District will not necessarily be able to protect their child from all such risks. The Parents state expressly that they have made a parental decision to assume such risks and that they understand the District has relied upon this assumption of risk in permitting their child to participate in the activity of climbing on the indoor climbing wall.

f. The Parents shall maintain and keep in force at their sole cost insurance coverage sufficient to compensate the Student and the Parents for the reasonably foreseeable costs and damages that could arise from or in connection with any and all personal injuries or other compensatory and punitive damages which may arise from activities conducted pursuant to this Permission. Said insurance coverage shall be obtained prior to the Student's first use of CMS Climbing Wall and shall be kept and maintained in full force and effect during the school year referenced above.

**WAIVER, RELEASE, ASSUMPTION OF RISK, AND**

**INDEMNIFICATION:** In consideration of the permission given by the District for the Student's use of the CMS Climbing Wall, intending to be legally bound for ourselves and for the Student and the executors, administrators, personal representatives, insurers, subrogees, successors, heirs and assigns, of all of us, the Parents and Student hereby waive any and all claims and demands for relief, whether past or future and regardless of the legal or factual bases thereof, that could be asserted in any forum or manner whatsoever, based upon, related to, or concerning the Student's participation in the activity of climbing on the CMS Climbing Wall, expressly including but not limited to any claim for personal injury, wrongful death, or similar claim, and expressly release, discharge, indemnify and hold harmless the District, its school board members, agents and employees, past, present, and future, from and against any and all such claims and demands regardless when or by whom asserted.

**MEDICAL AUTHORIZATION:** In case of an emergency, I give permission for the District to arrange medical treatment for my child as the District deems appropriate in its reasonable discretion.

**READ CAREFULLY BEFORE SIGNING**

I the undersigned, parent or legal guardian or student, as the case may be, by signing below, acknowledge that I have read the above and foregoing Waiver, Release, Assumption of Risk, and Indemnification, and that I understand that by signing below, I may be giving up important legal rights on behalf of myself and/or the Student, and that I have freely and voluntarily signed below with full knowledge of such rights.

**PARENT OR GUARDIAN: (Both parent's signatures' required)**

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (address)

\_\_\_\_\_ (telephone)

**STUDENT:**

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)