

# ELMHURST PARK DISTRICT - COURTS PLUS CLIMBING WALL

\_\_\_\_\_  
(NAME - PLEASE PRINT LEGIBLY)

\_\_\_\_\_  
(BIRTH DATE - REQUIRED)

## IMPORTANT INFORMATION

The Elmhurst Park District is committed to conducting its recreation programs and activities in a safe manner and hold the safety of participants in high regard. The Elmhurst Park District continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents / guardians of minors registering for this program must recognize that there is an inherent risk of injury when choosing to participate in recreational activities.

You are solely responsible for determining if you or your minor child / ward are physically fit and / or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

## WARNING OF RISK

Climbing walls is an activity which challenges and engages the physical, mental and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury. Understandably, not all hazards and dangers can be foreseen. The very nature of using climbing walls is hazardous and risky, including but not limited to overexertion, slips and falls, lack of good physical conditioning, inadequate or defective equipment, poor instruction or supervision, poor technique, carelessness, horseplay, premises defects, environmental hazards in an outdoor setting, and all other circumstances inherent to the use of climbing walls. In this regard, it must be recognized that it is impossible for the Elmhurst Park District to guarantee absolute safety.

## PHOTOGRAPY

Photos & videos are periodically taken of people participating in Park District programs and activities. All persons registering for Park District programs/activities, or using Park District property thereby agrees that any photograph or videotape taken by the Park District may be used by the Park District for promotional purposes including its promotional videotapes brochures ,flyers, electronic media & other publications without additional, prior notice or permission & without compensation to the participant.

## WAIVER & RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in the Elmhurst Park District program for which you / your child are registering, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, and loss which you or your minor child / ward might sustain as a result of participating in any and all activities connected with and associated with said program / activity.

I recognize and acknowledge that there are certain risks of physical injury to participants in this program / activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child / ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child / ward may have (or accrue to me or my child / ward) as a result of participating in this program / activity against the Elmhurst Park District, including its officials, agents, volunteers and employees (hereinafter collectively referred to as "Elmhurst Park District").

I do hereby full release and forever discharge the Elmhurst Park District from any and all claims for injuries, damages, or loss that my minor child / ward or I may have or which may accrue to me or my minor child / ward and arising out of, connected with, or in any way associated with this program / activity.

**I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, your on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.**

\_\_\_\_\_  
(SIGNATURE OF PARTICIPANT - REQUIRED)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE)

**PARTICIPATION WILL BE DENIED If the signature of adult participant or parent / guardian and date are not on this waiver.**