



CLIMBING TOWER AND ZIP LINE RELEASE OF LIABILITY

Please read carefully, this is a Release of Liability & Waiver of Legal Rights

I acknowledge and agree that the use of the Park District Climbing Tower or Zip Line and/or my participation in the classes, clinics, competitions, or activities sponsored by the Park District have inherent risks. Those risks include but are not limited to:

1. Injuries or death resulting from the NEGLIGENCE of the Park District, owners, operators, employees, and any volunteers who may be present at the Park District Climbing Tower or Zip Line, or the NEGLIGENCE of the designers, engineers, manufacturers or installers of the Park District Climbing Tower or Zip Line.
2. Injuries resulting from slips, trips, falls, or the negligent misuse of the facilities or equipment of the Park District Climbing Tower or Zip Line by myself or others.
3. Injuries that occur from the NEGLIGENCE of those persons at the Park District Climbing Tower or Zip Line who seek to assist with medical or other help either before or after injuries have occurred.

I assume complete responsibility for those risks and for the injuries that may occur as a result of those 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 that I sustain, including personal injuries to me, death, or damage to my property.

In consideration of my observing or using the Park District Climbing Tower or Zip Line and/or my participation in classes, clinics, competitions, or activities sponsored by the Park District, I hereby release Three Rivers Park District, its officials, employees, and agents, from any and all liability for personal injury, death, or property damage which results in any way from negligence, conditions on or about the premises and facilities, or my participation in this activity.

To the extent I am signing on behalf of a minor, I hereby release Three Rivers Park District, its officials, employees, and agents, from any and all liability for personal injury, death, or property damage sustained by the minor which results in any way from negligence, conditions on or about the premises and facilities, or the minor's participation in this activity.

Indemnification. In further consideration of my observing or using the Park District Climbing Tower or Zip Line and/or my participation in the classes, clinics, competitions, or activities sponsored by the Park District, I agree to defend, indemnify, and hold harmless the persons released and discharged by me from any and all claims, demands, losses, damages, and liabilities that they may incur arising out of my, or a minor on whose behalf I signed this Agreement, observing or using the Park District Climbing Tower or Zip Line and/or participation in the classes, clinics, competitions, or activities sponsored by the Park District.

In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of Three Rivers Park District.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL. THIS DOCUMENT IS A LEGALLY BINDING CONTRACT WHICH SUPERSEDES ANY OTHER AGREEMENTS OR REPRESENTATIONS BY OR BETWEEN THE PARTIES AND WHICH IS INTENDED TO PROVIDE A COMPREHENSIVE RELEASE OF LIABILITY. IF ANY OR PART OF THIS IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT.

Date _____ Signature _____
Print Name _____

I AM THE PARENT OR GUARDIAN OF THE MINOR _____ AND I AM SIGNING THE RELEASE ON BEHALF OF THE MINOR.

Date _____ Parent/Guardian Signature _____