

LONG LINES FAMILY REC CENTER  
CLIMBING WALL  
401 GORDON DRIVE  
SIOUX CITY IA 51101  
712-224-5127



#### AGREEMENT, RELEASE AND WAIVER FORM INSTRUCTIONS

If the climber is age 18 or over: Provide all the information requested under "Participant's Information" section. The climber needs to provide all of the requested information in this section and sign/initial at the designated places. We will verify your age so bring your driver's license when you come in to climb or use the facilities. Print all information except your signature.

If the climber is age 13 or under: Provide the information requested in the "Participant's Information" section with the child's information (no signature of the child is required but the parent's signature is required in this section). The climber's parent/legal guardian must complete the appropriate signature block under "Parental Consent Section." Print all information except your signature.

If the climber is age 14 – 17: Provide all of the information requested in the "Participant's Information" section with the child's information, and have the child sign in that box. The parent/legal guardian must also sign on the appropriate line in that section... BOTH the climber and the climber's parent/legal guardian must complete and sign their names in the appropriate places under "Parental Consent" section. Print all information except your signature.



CITY OF SIOUX CITY, IOWA  
LONG LINES FAMILY REC CENTER

AGREEMENT, RELEASE AND WAIVER OF LIABILITY  
(Climbing Wall and Use of Facilities)

THIS IS A LEGALLY BINDING AGREEMENT. By signing this Agreement, Release and Waiver of Liability you will waive your right to bring a court action to recover compensation or to obtain any other remedy for injury to yourself or your property or for your death, however caused, arising out of your use of the climbing wall and other facilities at the Long Lines Family Rec Center and/or your participation in its events and activities.

In consideration of my being permitted to use the climbing wall and climbing boulder (herein "climbing wall") at the facilities of Long Lines Family Rec Center, 401 Gordon Drive, Sioux City, Iowa 51102 ("LLFRC"), and to participate in events and activities sponsored in whole or in part by LLFRC, and for myself, my relatives, heirs, dependents, assigns and personal representatives, I hereby make the following agreement, release and waiver of Liability ("Agreement"):

ACKNOWLEDGEMENT OF RISK AND WAIVER

I acknowledge that there are significant and inherent risks and hazards involved in the sport of climbing and in the use of LLFRC's other facilities. Without limiting the extent or reach of the agreement, release and waiver that I make herein, I recognize that those risks and hazards include, but are not limited to:

1. All manner of injury resulting from falling and hitting the landing surfaces (including the floor), climbing walls, other structures or equipment, whether permanently or temporarily in place;
2. Rope abrasion, entanglement and other injuries resulting from various activities on or near the climbing wall including but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
3. Injuries resulting from falling climbers or dropped items including but not limited to ropes or climbing hardware;
4. Injuries resulting from construction of the climbing walls, including the failure of the climbing holds;
5. Injuries resulting from failure or misuse of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing structures;
6. Damage, injuries or death occasioned by the negligence of other users of LLFRC, including belayers;
7. Injuries or death resulting from a violation of the safety policies of LLFRC or the directions of its operators or employees;
8. Cuts and abrasions resulting from skin contact with the climbing wall or floor;
9. Musculoskeletal injuries, including but not limited to stress injuries;
10. Personal medical situations complicated or aggravated by climbing activity;
11. Injuries that occur as a result of inadequate training of those persons who may seek to assist with medical or other help before or after other injuries have occurred; and
12. Injuries of all types and nature in the use of other facilities at LLFRC due to falls, tripping, lifting, running and all other physical activities.
13. LLFRC will not be held responsible for any lost or stolen items

By signing this Agreement I ACCEPT FULL RESPONSIBILITY FOR MY OWN WELFARE and, to the fullest extent permitted by law, I WAIVE ANY FUTURE CLAIMS FOR LIABILITY that I may otherwise be entitled to bring against the City of Sioux City, Iowa, Long Lines Family Rec Center Consortium; Siouxland Historic Auditorium Restoration Project LLC and Siouxland Chamber Foundation (hereinafter collectively "CITY"), their respective members, managers, employees, agents, and representatives, the builders and installer of LLFRC's facilities, and other climbers, volunteers, or participants in activities at LLFRC, for injury, damages, or death resulting from risks and hazards inherent in my activities at LLFRC, including but not limited to those risks and hazards specifically identified above.

\_\_\_\_ User Initials  
\_\_\_\_ Parent/Guardian Initials



PARENTAL CONSENT FOR MINOR CLIMBERS UNDER THE AGE OF 18

If the participant is under the consent age of 18 years, then a parent/guardian must complete the additional information below.

TO THE CITY: AS PARENT/GUARDIAN; By signing this document I state and affirm: That I understand the risks associated with wall climbing and other activities, and that I am aware that by allowing my child to participate in these activities I am exposing him/her to the risks identified throughout this document. I hereby give the CITY authority to secure medical assistance for my child for which I agree to be financially responsible. I agree to assume financial responsibility for any damage to third persons or their property caused by my child. By signing this document I as, parent or legal guardian, of the minor whose name appears on the Agreement, Release and Waiver of Liability I verify that I have read this Agreement, Release and Waiver in its entirety and, on behalf of my child and myself, I hereby knowingly, intentionally, and voluntarily waive, release, indemnify and agree to hold harmless the CITY from and all actions, suits, claims, damages, liability and loss (including attorney fees and costs that my child or I may have for any damage, injury, paralysis, loss or death to my child or my child's property arising out of or related to my child's use of the climbing wall or other facilities, whether such damage, injury, paralysis, loss or death results from negligence of any other released parties or from some other cause. I further agree that I have full and sole responsibility for the safety and well being of my child while he or she is on the LLFRC premises. I personally agree to indemnify and hold the CITY harmless for damage or liability they may suffer (including attorney's fees) arising out of (1) any lack of authority on my part to enter into this Agreement, Release and Waiver on behalf of the minor identified herein or (2) in the event any part of this Agreement, Release and Waiver is held unenforceable by a court and the is assessed any costs, liability or damage as a result.

Furthermore, by signing this document I indicate that:

1. I have explained the risks associated with this activity to my child and he/she understands the risks. We freely and voluntarily assume the risks inherent in the sport of climbing/bouldering, and understand and acknowledge that the participant could suffer personal and potentially serious injury.
2. CITY may secure such medical advice and services as it, in its sole discretion, may deem necessary for my child's health and safety and I shall be financially responsible for such advice and services.
3. I understand it is my child's responsibility to abide by the rules and regulations imposed on the participants by City staff. I have explained to my child the need to follow the instructions given by City staff or the instructor.
4. I agree to HOLD HARMLESS AND INDEMNIFY CITY from any and all liability for any damage to the property of, or personal injury to, any third party resulting from my child's participation in this activity.
5. I agree that this parental consent given herein shall remain in full force and effect until such time as I revoke it by written notice given to the LLFRC.
6. I designate \_\_\_\_\_ an adult person, to be the temporary guardian of my children when participating in the climbing facilities. (Applicable to children under 14 years of age or while attending as a member of a group reservation.)

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM ACCEPTING FINANCIAL RESPONSIBILITY FOR ANY MEDICAL ASSISTANCE THE CITY MAY DEEM NECESSARY FOR MY CHILD'S HEALTH AND SAFETY AND ALSO FOR ANY DAMAGE TO THIRD PERSONS OR THEIR PROPERTY THAT MY CHILD MAY CAUSE; AND THAT I AM RELEASING THE CITY FROM ANY AND ALL LIABILITY FOR INJURIES, INCLUDING DEATH OF MY CHILD ARISING OUT OF USING THE LLFRC'S CLIMBING WALL AND OTHER FACILITIES.

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

Emergency Phone # \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Name [Please Print]

\_\_\_\_\_  
#2 Minor's Name [Please Print]

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
#2 Minor's Signature

\_\_\_\_\_  
#1 Minor's Name [Please Print]

\_\_\_\_\_  
#3 Minor's Name [Please Print]

\_\_\_\_\_  
#1 Minor's Signature

\_\_\_\_\_  
#3 Minor's Signature

This agreement must be completed in full and signed by a parent and dated before the child is allowed to participate in the activity.

# Long Lines Family Recreational Center

## RULES OF CONDUCT

For your own safety and the safety of other climbing participants and spectators, you must read, understand, and follow all climbing gym rules. Failure to abide by these rules can result in dismissal from the climbing area. Please sign and date this form after you have read it in its entirety. If you have any questions about these rules, please contact a staff member for clarification.

### Climbing Etiquette

#### RULES OF CONDUCT IN CLIMBING AREA

All climbers must sign or have a release form on file before entering the climbing area. All forms must be filled it out COMPLETELY and LEGIBLY.

(Parent or legal guardian must also sign the release form if the climbers under 18 years of age).

#### **Safety will be practiced by all when in the climbing area**

1. Climbers and belayers must check in upon arrival and prove or provide their level of proficiency and practice at their certified level when climbing unless under staff supervision. See qualified staff before lead climbing.
2. Personal gear must be approved by qualified staff before climbing.
3. Use climbing etiquette such as check and double check, respect others, share climbing routes and climbing space. Those who are not climbing please be courteous and stay back out of the way of others who are.
4. If something or someone is un-safe stop it and report it to staff immediately.
5. No open toed shoes, sandals or slippers when climbing.
6. Children under the age of 14 must be escorted by an adult, and this adult MUST stay in the climbing area while the child or children are climbing unless part of a group rental.
7. No running, jumping, yelling, swinging or horseplay in the climbing area.
8. No smoking, drugs, or alcoholic beverages allowed in the climbing area at anytime. Anyone suspected of being under the influence will not be permitted in the climbing wall area.
9. Please control profanity. This is a family Center.
10. No food or drinks are allowed in the climbing area only water in closed plastic bottles.
11. No training or instruction allowed except by qualified LLFRC staff.
12. No free climbing. Bouldering above the first bolted hanger is forbidden.

*Consequences for misconduct are first offence will be cautioned to correct actions. Second offence, suspension of climbing privileges for the day. Third offence, suspension from climbing area indefinitely.*

**I have read and understand these rules and recognize that I am responsible for following the above stated rules. Rules of conduct are subject to change.**

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

#### **ALL CLIMBERS MUST BE IMMEDIATE FAMILY MEMBERS**

#1 Climbers Printed Name: \_\_\_\_\_ #4 Climbers Printed Name: \_\_\_\_\_

#1 Climbers Signature: \_\_\_\_\_ #4 Climbers Signature: \_\_\_\_\_

#2 Climbers Printed Name: \_\_\_\_\_ #5 Climbers Printed Name: \_\_\_\_\_

#2 Climbers Signature: \_\_\_\_\_ #5 Climbers Signature: \_\_\_\_\_

#3 Climbers Printed Name: \_\_\_\_\_ #6 Climbers Printed Name: \_\_\_\_\_

#3 Climbers Signature: \_\_\_\_\_ #6 Climbers Signature: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_