

SCHOOL DISTRICT CHILTON
ROPES CHALLENGE COURSE/ROCK CLIMBING
STUDENT
CONSENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT

We are informed and acknowledge that outdoor adventure activities are physically demanding. Some activities are stressful and hazardous. These activities include field games, with low elements a few feet high constructed of rope, cable, and wood. High elements require safety equipment and include rock climbing. We are informed that adventure activities are supervised by instructors who have been specifically trained in the operation and safe use of challenge courses and rock climbing. We are informed that within the School District of Chilton, participants choose their own level of challenge and agree not to attempt higher levels on the basis of peer pressure or other influences.

We are informed and acknowledge that the School District of Chilton has taken precautions to provide proper equipment and qualified instructors. However, we are also informed and specifically acknowledge that the Adventure Education Class, including the low and high ropes challenge course and climbing wall present a degree of risk of personal injury and property damage, and that participants must assume personal responsibility and exercise ordinary care for their safety when participating.

We are further specifically informed and acknowledge that risks involved with the Adventure Education Class, including the low and high ropes challenge course and climbing wall include, but are not limited to: climbing on or falling off loose and/or damaged artificial holds within climbing structures; falling to the ground; falling on other users; being fallen on by other users; having equipment or ropes break or malfunction; climbing out of control or beyond personal limits; being subject to negligent acts by other climbers, visitors, participants, or observers; and acts of personal negligence. Potential injuries may include, but are not limited to scrapes, cuts, bruises, muscle injuries, ligament injuries or cartilage damage, and broken bones, all of which may be mild, severe or catastrophic.

As participant, I agree to follow all rules as well as instructions and directions given by my instructors, and agree to assume personal responsibility and exercise ordinary care for my own safety when participating in the Adventure Education Class, including the low and high ropes challenge course and in using the climbing wall.

In consideration of my child, named below, being permitted to participate in the School District of Chilton ropes challenge course and use the rock climbing wall, for myself, my child, and any and all other persons concerned, I agree:

- To release, discharge, indemnify and hold harmless the School District of Chilton and its Board of Education, their officials, agents, officers and employees, and their successors, individually and in their official capacity, from all claims, rights, causes of action, damages and demands whatsoever, including but not limited to, all liability and judgments for claims of personal injury, known or unknown, damages, costs or expenses

of any type, including medical expenses and attorneys fees, which may be asserted against any and all of the foregoing School District entities and affiliated persons, arising out of, relating to, concerning or in any way connected with the participation of my child in the Adventure Education Class, including the low and high ropes challenge course and use of the rock climbing wall.

- To assume full responsibility for all risk of bodily injury of any character, as well as property damage arising out of, or related to the participation of my child in the Adventure Education Class, including the low and high ropes challenge course and use of the rock climbing wall.
- That this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of the School District of Chilton, its Board of Education, directors, officers, agents, and employees, individually and in their official capacity, associated with the Adventure Education Class, including the low and high ropes challenge course and the rock climbing wall, including steps taken to provide emergency care, and is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin, and that if any portion of this document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- To authorize the School District of Chilton to secure and provide medical treatment for my child in response to any injury sustained in the course of participation in the Adventure Education Class, including the low and high ropes challenge course and use of the rock climbing wall, and agree to accept full responsibility for all costs associated with such treatment.

I, and my child, have read and understand this Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. We have signed it freely and voluntarily, and intend our signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name of Participant: _____

Signature of Participant: _____

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Date: _____