

MAJA-AL
SUBJECT: Rock Wall Waiver

RELEASE FROM LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission from the United States Military Academy to enter upon the premises of West Point, New York and to use government facilities and property for the purpose of using the Youth Center's rock climbing wall, the receipt of such permission being hereby acknowledged, I, the undersigned*, intending to be legally bound, waive and release for myself, my heirs, executors, and administrators any and all claims, demands, and any other causes of action whatsoever, which I may have against the Department of the Army, the United States Military Academy, and their agents, officers, employees, representatives, servants, successors, and assignees arising out of my use of the Youth Center's rock climbing wall, including, but not limited to, any and all loss, damage, death or injuries suffered or sustained to or upon my person or property as a result of my using the Youth Center's rock climbing wall, and while in, on or upon the premises of West Point during the aforementioned use.

I am gratuitously using the said area for my sole benefit; and know therefore, in order to avail myself use of the United States Government land to the Youth Center's rock climbing wall thereon, I agree to hold the United States Government and the United States Military Academy, their officers, representatives, agents, and employees harmless for any injuries or damages I may sustain to myself or cause to others by reason thereof.

I understand and acknowledge that participation in the, and use of the United States Government premises, facilities, equipment and services offered by participation at the Youth Center bear certain known risks and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL, OR DAMAGE to myself, to the minor identified below, or my property. I understand and acknowledge those risks may result in personal claims against United States Government and the United States Military Academy, their officers, representatives, agents, and employees, or claims against me by spectators or other third parties. These risks include but in no way are limited to the following: (1) the risks involved in use of the premises, facilities, equipment and services offered by the Youth Center; (2) the acts, omissions or negligence in any degree of United States Government and the United States Military Academy, their officers, representatives, agents, and employees, or third parties; (3) latent or apparent defects or conditions in equipment, property or the facilities used for the youth center; (4) my own physical condition, or my own acts or omissions; (5) rescue, first aid, emergency treatment or services rendered or failed to be rendered by United States Government and the United States Military Academy, their officers, representatives, agents, and employees.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself, the minor identified below, or to my property.

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The undersigned* further agrees that he or she will indemnify and will hold harmless the Department of the Army, the United States Military Academy, or their agents, officers, employees, representatives, servants, successors, and assignees from any and all costs, charges, claims, demands and liabilities of any kind arising from the willful or negligent acts of the undersigned*.

Nothing to the contrary contained it is understood and agreed that the privileges therein afforded me is in the nature of a privilege, and is not contractual in nature, and that such is revocable at will by the United States Government and the United States Military Academy.

SIGNATURE OF PARTICIPANT

PRINTED NAME

DATE

The undersigned certifies that he/she is the parent or legal guardian of, and has the authority to sign this release for _____ (name of participant) and agrees that he or she will assume liability for any loss, damage, injury, death, claims, demands, actions or causes of actions which may be brought by the above participant, or his/her representative as a result of the subject activities.

SIGNATURE OF GUARDIAN

(if applicable)

*Minor children must have the consent of their guardian.