

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

Name	
Name of Parent or Legal Guardian, if under 18	
Name and Contact Information of Participant's	
Physician or Emergency Health Care Provider	
School/University	
Team Name	

**WARNING, THIS AGREEMENT IS LEGALLY BINDING.** BY SIGNING IT, YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF THE FACILITIES AND EQUIPMENT, OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES, INCLUDING TRANSPORTATION PROVIDED BY OTW DAVIE LLC, SPONSORED BY OTW DAVIE LLC, OR ANY AFFILIATE OR WHOLLY OWNED SUBSIDIARY OF THE SAME (HEREINAFTER COLLECTIVELY REFERRED TO AS "OTW DAVIE LLC".) THE TERM "FACILITIES" SHALL MEAN THE PHYSICAL PREMISES WHERE OTW DAVIE LLC CONDUCTS ITS BUSINESS AND THE TERM "EQUIPMENT" SHALL MEAN THE DEVICES OR TRAMPOLINES OR OTHER EQUIPMENT ON WHICH ACTIVITIES OFFERED BY OTW DAVIE LLC TAKES PLACE. YOU WILL BE RELEASING THE LANDLORD OF OTW DAVIE LLC, ANY PERSONS WHO HAVE DESIGNED MANUFACTURED OR INSTALLED THE FACILITIES, TRAMPOLINES, OR EQUIPMENT OF OTW DAVIE LLC AND ANY PERSONS USING THE EQUIPMENT OF OTW DAVIE LLC. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES YOU TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES.

**ASSUMPTION AND ACKNOWLEDGMENT OF RISK**

**WARNING: THE USE OF OTW DAVIE LLC'S FACILITIES AND EQUIPMENT IS DANGEROUS!!!** I, the undersigned, acknowledge and agree that the use of OTW DAVIE LLC facilities and equipment and the taking of classes or participating in activities sponsored by OTW DAVIE LLC has INHERENT RISKS. Those risks include, but are not limited to the following:

1. Injuries or death resulting from the failure or negligent misuse of the OTW DAVIE LLC facilities and equipment.
2. Injuries resulting from slips, trips and falls sustained, or the physical demands associated with the use of the facilities or equipment of OTW DAVIE LLC.
3. Injuries resulting from jumping or the fall of other persons who may come into contact with me or from any jumping or falls in which I come into contact with other persons.
4. Injuries that occur from the NEGLIGENCE or lack of adequate training of those volunteers or employees of OTW DAVIE LLC, who seek to assist with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of facilities and equipment used at OTW DAVIE LLC, including but not limited to, failure of supports, springs, belay devices, anchor points, landing surfaces and its curbs, items left in landing surface and any other part of the structure.
6. Injuries resulting from the NEGLIGENCE of the facilities and equipment or the NEGLIGENCE of other activity, participants, visitors, or persons who may be present at OTW DAVIE LLC or the NEGLIGENCE of the designers, manufacturers or installers of the facilities, or equipment.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using facilities and equipment. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these 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 I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGES IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF OTW DAVIE LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM OTW DAVIE LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND OTW DAVIE LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATES IF YOU DO NOT SIGN THIS FORM.**

Initial \_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

**RELEASE AND PROMISE NOT TO SUE**

In consideration of my observing or using the facilities, or equipment of OTW DAVIE LLC, and/or in consideration of my participating in the classes or activities sponsored by OTW DAVIE LLC, I hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, and PROMISE NOT TO SUE, OTW DAVIE LLC, or any officer, director, member, employee, volunteer, or agent of OTW DAVIE LLC or any other participant, visitor, or person present in or using the facilities and equipment of OTW DAVIE LLC. It is my express purpose to bind myself, my heirs, my administrators and my executors hereby.

In consideration of my observing or using the facilities and equipment and/or in consideration of my participating in the classes or activities sponsored by OTW DAVIE LLC, I

also hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, and PROMISE NOT TO SUE the designers, manufacturers or installers of the facilities and equipment of OTW DAVIE LLC. This agreement releases the afore mentioned persons from any liability to me, my heirs, or next of kin, assigns, or personal representatives, for any losses or damages or claims or demands arising out of my PERSONAL INJURIES, damage to my PROPERTY, or from my DEATH. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions, and to this end the provisions of the Agreement are to be severable. This Agreement shall be governed by the laws of the State of Florida.

I AGREE AND UNDERSTAND THAT THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT WILL EXTEND TO ALL CLAIMED WRONGFUL ACTS OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF FLORIDA, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES.

Initial \_\_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

**MANDATORY BINDING ARBITRATION – WAIVER OF RIGHT TO JURY TRIAL**

ANY DISPUTE, CONTROVERSY, OF CLAIM, OF ANY KIND, MANNER OR NATURE, WHETHER ARISING FROM OR RELATING TO THIS AGREEMENT, OR ANY CLAIM FOR ANY INJURY, DAMAGE OR LOSS WHATSOEVER, WHETHER INCURRED THROUGH USE OF THE FACILITY AND/OR EQUIPMENT OF OTW DAVIE LLC OR OTHERWISE, MUST ONLY BE SUBMITTED TO ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN MIAMI-DADE COUNTY, FLORIDA IN ACCORDANCE WITH ITS RULES AND ANY JUDGMENT OR DECISION THEREBY RENDERED MAY BE ENTERED BY A COURT OF COMPETENT JURISDICTION AS ITS JUDGEMENT. IN ACCORDANCE THEREWITH, EACH OF THE PARTIES TO THIS AGREEMENT, VOLUNTARILY, AFTER DUE CONSIDERATION OF ALL ALTERNATIVES, AND AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOOSING, HAVE AGREED TO WAIVE ANY RIGHT WHICH THEY MAY HAVE TO A TRIAL BY JURY ON ANY SUCH MATTERS WHICH THE PARTIES HAVE AGREED TO ARBITRATE.

Initial \_\_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

**INDEMNIFICATION AGREEMENT**

In consideration of my observing or using the facilities, or equipment of OTW DAVIE LLC, and/or in consideration of my participating in the classes or activities sponsored by OTW DAVIE LLC, I agree to indemnify and hold harmless the persons RELEASED and DISCHARGED by me from any loss, liability, damages or cost, including reasonable attorneys' fees, that they may incur due to the presence of any claims or actions by me, or by my heirs, next of kin, assigns, or personal representatives, arising out of my observing or using the facilities, or equipment of OTW DAVIE LLC.

Initial \_\_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

**AUTHORIZATION TO USE PHOTOGRAPHS AND/OR AUDIO-VISUAL**

I hereby give OTW DAVIE LLC the absolute right and unrestricted permission to take, use, reproduce, and/or publish photographs and/or video through any form of media (print, digital electronic or otherwise) that may pertain to me including my image, likeness and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related endeavors. This material may also appear on OTW DAVIE LLC Internet Web Page. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, OTW DAVIE LLC may publish materials, use my name, photograph, and/or make reference to me in any manner that OTW DAVIE LLC deems appropriate in order to promote/publicize service opportunities.

Initial \_\_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

**OTW DAVIE LLC FACILITY RULES**

The participant acknowledges that they have access to, and understand, the posted rules of the facility and agree to follow ALL rules of the facility and to comply with the judgment of the facility staff. Any infractions of the posted rules will result in loss of privileges for that attraction.

Initial \_\_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND THE TERMS. NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. I AGREE TO SAID TERMS. (ALTERATIONS OR MODIFICATIONS TO THIS DOCUMENT ARE NOT ALLOWED)

\_\_\_\_\_  
Signature (If participant is under 18, Parent/Legal Guardian must sign.)  
I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND I AM SIGNING THIS RELEASE ON BEHALF OF THE MINOR.

\_\_\_\_\_  
Street (Print)

\_\_\_\_\_  
Drivers License #

\_\_\_\_\_  
Email Address for parent or guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
City (Print) State Zip

\_\_\_\_\_  
Participants Birth Date

\_\_\_\_\_  
Age

\_\_\_\_\_  
Phone Number

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Do you know of, or have your been advised of, any medical conditions that the participant have that would prevent you from safely, participating in the activities of rock climbing and or belaying.

YES / NO - If YES, please describe: \_\_\_\_\_