

Summer Break and Gray Eagle Rock Climbing Wall Release and Waiver 2020

Everyone listed on my Family Membership with Summer Break Swim Club or Gray Eagle Swim Club, understands and agrees to the following terms contained in this instrument (“Release”), which include that my use and/or my children’s use of a certain rock climbing wall (“Wall”) within Summer Break Swim Club (“Summer Break”), located at the address commonly known as 8376 E 141st Street, Fishers, Indiana, or Gray Eagle Swim Club (“Gray Eagle”), located at 12101 Brooks School Road, Fishers, Indiana, or will expose me and/or my children to risk of injury or harm. Such risk includes, but is not limited to, injury from falling off the wall, injury from colliding against the Wall, and drowning.

Parent understands and agrees that rock climbing can be hazardous and/or involve hazardous conditions and may result in injury to Parent and/or Parent’s children, particularly given that the Wall is adjacent to the Summer Break and Gray Eagle pool and is designed for users to move from the designated portion of the Wall directly into the Summer Break or Gray Eagle pool without the use or availability of a harness or other rock climbing accessories. No form of preplanning can remove all dangers to which Parent and/or Parent’s children are exposing themselves through their use of the Wall.

By signing this Release, Parent represents that Parent is over eighteen (18) years of age, is fully competent, has no health or physical problems that will interfere with his/her use of the Wall, that his/her children that may use the Wall only if they pass the lifeguard administered swim test (swim unassisted across deep end to the Wall at Summer Break and swim from lifeguard chair to the Wall without touching the bottom at Gray Eagle) and have no health or physical problems that will interfere with their use of the Wall, and executes this Release for full, adequate, and complete consideration with full intention to be bound by this Release and for Parent’s children to be bound by this Release for the entire 2020 pool season.

By signing this Release, Parent understands and agrees/represents that Parent:

- A. is fully responsible for his/her own safety and the safety of Parent’s children while using the Wall, regardless of the presence of lifeguard(s);
- B. is fully responsible for becoming familiar with any and all rules and regulations concerning the use of the Wall and shall not violate any of said rules and regulations, in addition to any instruction made by Summer Break or Gray Eagle personnel with respect to the use of the Wall or the Summer Break or Gray Eagle pool;
- C. has been advised to obtain adequate health and accident insurance to cover any personal injury to Parent or Parent’s children, which may be sustained during the use of the Wall;
- D. fully assumes all risks associated with Parent’s or Parent’s children’s use of the Wall;
- E. is fully responsible for any loss, damage, or injury which may occur to Parent or Parent’s children, as a result of Parent’s or Parent’s children’s use of the Wall;
- F. in consideration for using the Wall, hereby releases, waives, discharges, and covenants not to sue Summer Break LLC, Gray Eagle LLC, Pyle Pools, Inc. a/k/a Pyle’s Pools, their principals, agents, representatives, affiliates, managers, officers, members, directors, employees, lifeguards, other volunteers, and successors and assigns (collectively “Releasees”) for/from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, costs, damage, or injury that may be sustained by Parent or Parent’s children, whether caused by Releasees’ negligence or otherwise; and
- G. has had the opportunity to inspect the Wall prior to using the Wall and/or prior to Parent’s children using the Wall;

By signing this Release, Parent agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorneys’ fees, that may be incurred by any and all third parties, related to Parent’s use or Parent’s children’s use of the Wall, whether caused by negligence of Releasees or otherwise.

By signing this Release, Parent expressly intends that this Release shall bind Parent’s and Parent’s children’s heirs, assigns, and personal representatives, and shall be deemed to be a release, waiver, discharge, and covenant not to sue the Releasees. Parent agrees that this Release shall be construed in accordance with the laws of the State of Indiana.

By signing this Release, Parent acknowledges and represents that Parent has read everything herein, understands all terms contained herein, and signs this Release voluntarily as Parent’s own free act and deed on Parent’s behalf and on behalf of Parent’s children that may use the Wall. No oral representations, statements, or inducements, apart from the foregoing written agreement have been made.

This is a copy for the member. Your signature complying with this agreement is on your membership application form. No signature necessary here.