

City of Aspen Parks, and Recreation Department



**COVENANT NOT TO SUE, RELEASE, AND ASSUMPTION OF RISK**  
**PLEASE READ CAREFULLY BEFORE SIGNING.**  
**THIS IS A LEGALLY BINDING AGREEMENT!**

Household Last Name \_\_\_\_\_ First Name \_\_\_\_\_  
Birth Date \_\_\_\_\_ **Minors will be listed on next page.**  
Address: \_\_\_\_\_ City: \_\_\_\_\_ ST. \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone#: \_\_\_\_\_ Work#: \_\_\_\_\_ E-mail Address \_\_\_\_\_  
Description of Activities \_\_\_\_\_

**Activities: Use of the Red Brick, Red Brick Center for the Arts, Aspen Recreation Center, Lewis Ice Arena, Aspen Ice Garden, Aspen Tennis Facilities, and Aspen Golf Course Facilities to include the climbing tower, slackline, swimming pool, athletic fields, tennis courts, golf course, ice rinks, bumper cars and Zamboni rides.**

**By signing this Agreement, you give up your right to bring a course of action to recover compensation or obtaining any remedy for any injury to yourself or your property or for your death, however caused, arising out of your participation in the above listed activities or use of City facilities, now or any time in the future.**

**Acknowledgement of Risk**

**I hereby acknowledge and agree** that the activities listed above and the City facilities used to participate in the activities listed above, have inherent risks, including the risk of serious injury, paralysis and death. I have full knowledge of the nature and extent of all risks of serious injury, paralysis and death. I have full knowledge of the nature and extent of all risks associated with the activities listed above and the use of associated City facilities for those activities.

**Release/Indemnification**

In consideration of my participation in the activities listed above and the use of City owned facilities, I, the undersigned user and participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns **HEREBY DO RELEASE**, the City of Aspen, its officers, agents, sponsors and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the activities listed above or the use of City owned facilities, whether that participation or use is supervised or unsupervised, however the injury or damage caused, including, but not limited to, the negligence of the City of Aspen, its officers, agents and employees.

In consideration of my participation and use of City owned facilities, I, the undersigned, agree to indemnify and hold harmless the City of Aspen, its officers, agents and employees from any and all causes of action, claims, demands, losses or costs of any nature whatever arising out of or in any way related to my participation or use of City owned facilities.

The terms of this Agreement shall be in full force and effect on the date hereof, the date(s) upon which I participate in the activities listed above, and on any other occasion when I may participate or use City owned facilities to participate in the activities listed above.

I hereby consent to the use by the City of Aspen of any photographs taken of me during city run events, programs, and activities for use in publications, advertisements, or on City of Aspen websites.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**If the Participant listed above is under 18 years of age, a separate "Parental Acknowledgement and Consent" form must be executed and attached hereto.**

**PARENTAL ACKNOWLEDGMENT AND CONSENT**

**This form must be executed and attached to a duly executed “Covenant Not to Sue, Release, and Assumption of Risk” form if the participant is under 18 years of age.**

The undersigned, represents that I am the legally appointed or natural guardian of the participant listed on the attached “Covenant Not to Sue, Release, and Assumption of Risk” form who is under the age of 18 years; that he or she has signed this document with my full knowledge and consent; and that I join in the execution of the same and agree to the terms thereof and do hereby bind myself, my heirs, executors, personal representatives and assigns.

Name of Parent or Guardian executing this document (Please print) \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**Hospital and Medical Release:**

The undersigned parent or legal guardian of the minor participant DO HEREBY CONSENT to the giving of emergency medical care or treatment of my son or daughter by any professional medical nursing staff of the Aspen Valley Hospital, or any other hospital, or any licensed physician, which in their judgment is required in case of accident or medical emergency incurred during said minor’s participation or use of City owned facilities.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name of minor \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of minor \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of minor \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of minor \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of minor \_\_\_\_\_ Birth Date: \_\_\_\_\_

In case of emergency, contact with me can be made by calling: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **ROCK CLIMBING ACTIVITIES**

Name of Participant \_\_\_\_\_

Date \_\_\_\_\_

### **ACKNOWLEDGMENT OF RISKS**

The sport of rock climbing and the use of the facilities of the City of Aspen climbing wall (hereinafter, the "Wall") and other training facilities, has inherent risks, including the risk of serious injury, paralysis and death. I have full knowledge of the nature and extent of all risks associated with rock climbing and the use of the wall, including, but not limited to:

1. All manner of injury from falling off the climbing wall and hitting rock faces and projections, whether permanently or temporarily in place, or the floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to, climbing, belaying, repelling, lowering the rope, rescue systems, and any other rope techniques;
3. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes or climbing hardware;
4. Cuts or abrasions resulting from skin contact with the climbing wall;
5. Failure of ropes, slings, harnesses, helmets, climbing hardware, anchor points, or any part of the climbing wall structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the wall and that the above list in no way limits the extent or reach of the release.

\_\_\_\_\_  
Initial