WAIVER AND RELEASE OF LIABILITY
RISK ACKNOWLEDGEMENT
COVENANT NOT TO SUE

This Waiver and Release of Liability, Risk Acknowledgement, and Covenant Not to Sue (the “Waiver and Release”) is executed by the undersigned (the “Individual”) on the date indicated below in favor of the State of Rhode Island and the State of Rhode Island Department of Environmental Management (“RIDEM”), its directors, officers, employees, officials, and agents (collectively, the “State”). The undersigned Individual intends to participate in climbing activities on property owned by the State. The Individual understands and acknowledges that climbing activities are inherently dangerous and involve the risk of personal injury to the Individual and others. The Individual or his/her guardian does hereby freely, voluntarily and without duress execute this Waiver and Release under the following terms:

WAIVER AND RELEASE. The Individual does hereby release and forever discharge and hold harmless the State and its successors and assigns from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the Individual’s climbing activities. The Individual understands and acknowledges that this Release discharges the State from any liability or claim that the Individual, his/her spouse, heirs, successors, children, guardian, legal representatives, and assigns may have against the State with respect to any bodily injury, personal injury, illness, death, property damage, or worker’s compensation claim that may result from the Individual’s activities on State property, whether caused by the negligence of the State, its officers, directors, employees, or agents or otherwise. The Individual hereby covenants not to sue the State for any personal injuries, losses, or claims that may arise as a result of climbing activities.

ASSUMPTION OF THE RISK. The Individual understands that climbing activities are inherently dangerous and include activities that may be hazardous to the Individual, including, but not limited to, the risk of: falls, cuts, scrapes, concussions, paralysis, and death that may result from such or similar occurrences. The Individual hereby expressly and specifically assumes the risk of injury or harm in these climbing activities and releases the State from all liability for injury, illness, death or property damage resulting from the activities of the Individual. Except as otherwise agreed to by the State in writing, the Individual does hereby release and forever discharge the State from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Individual’s activities.

OTHER. The Individual expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Rhode Island. The Individual agrees that in the event that any clause or provision of the Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable.

IN WITNESS WHEREOF, the undersigned Individual (and/or guardian) hereby certifies that he/she has carefully reviewed and understands the Waiver and Release, and that this document is signed of his/her own free will.

SIGNATURE (All individuals under the age of eighteen (18) must have the consent of a legal guardian)

Individual:  
Print Name:  
Dated:  ________________, 20___  
Guardian:  
Print Name:  
Relationship:  
Dated:  ________________, 20___  

Emergency Information  PLEASE PRINT CLEARLY!!!
In case of emergency please contact:

Name:  ___________________________  Relationship:  ___________________________  Phone: (___)  
Street:  ___________________________  City:  ___________________________  State:  ____