

**Dingo Enterprises, Inc.**  
**DBA River's End Rafting & ADVENTURE Co. Liability Waiver**

**In order to climb this mobile climbing wall this waiver must be filled out COMPLETELY, NEATLY & LEGIBLY or service may be refused.**

In consideration of my being permitted by Dingo Enterprises, Inc. DBA River's End Rafting & Adventure Co., (Hereafter River's End) to use this mobile climbing wall, I agree to the following waiver and release. I the undersigned user agree to INDEMNIFY AND HOLD HARMLESS Dingo Enterprises, Inc., the instructor, insurance company and associated institutions and I make the following representations.

I acknowledge the inherent extreme risks in mobile rock climbing and high obstacle course activities. I acknowledge and agree that those risks include but are not limited to:

- 1) Running, inattentive rope holders, and other bad decision making, by myself or those I am climbing with.
- 2) All manner of injuries resulting from hitting projections, permanent or temporary, or the ground.
- 3) Injuries resulting from being hit by people falling or dropped items.
- 4) Cuts, abrasions and other wounds resulting from skin contact with walls and other projections.
- 5) Rope abrasions, cable abrasions, entanglement and other injuries from activities in and around the mobile rock wall.

I further acknowledge that the above in no way limits the extent or reach of this release and covenant not to sue. I have fully read and understand the above.

I agree to assume all risk of personal injury, including but not limited to broken bones, paralysis, and death that may occur while I am on the mobile rock wall. I hereby release Dingo Enterprises, its owners, officers, employees, wall builders, wall designers, ropes course builders, rope course designers, hold manufacturers, leasers, insurers, and agents, harmless from all liability for any personal injury that may incur.

I agree to pay attention to the state of the cables, and that of the anchors, and to advise the staff if I do any damage, or notice any damage. I agree to abide by all rules, and comply with the requests of the River's End staff. I also understand that mobile rock climbing is not the same as outdoor climbing and that additional skills are necessary for outdoor climbing that cannot be acquired while climbing with River's End.

This release applies to and binds my personal representatives, executors, heirs and family. If a member of my family under 18 years accompanies me, I make this release and these representations on his or her behalf as well as my own, and agree to assume responsibility for his or her safety.

I am physically fit and know of no medical or health reason why I should not participate in the activities that take place at River's End. If there is any pre-existing disability, please bring it to our attention, and we will make every reasonable effort to accommodate you on this mobile wall. I know of no medical health reason why any minor I am signing this release for should not use the mobile climbing wall.

**Parents and LEGAL Guardians:**

If I am a parent or legal guardian of a minor climbing the mobile climbing wall, whether or not I am a participant myself, or am present when the minor is climbing, I agree to indemnify and hold harmless Dingo Enterprises, Inc., and all other parties released, in the event a minor member of my family sues them or any one of them. I understand that this means I will pay all fees, costs, and charges incurred by Dingo Enterprises or any other parties released, including attorney fees.

**I hereby certify that I am over 18 years of age. If I am not over 18 years of age, my parent or legal guardian has also read, and signed this release.** I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. I understand that this release is a contract. I sign it of my own free will. I also understand that this contract is severable; in other words, that if any part of it is held by a court of law to be unenforceable, the rest of it shall survive.

**Birthdays party hosts, group leaders, etc. ONLY**

If I am an adult who is in charge of a group of minors and is taking them to the mobile rock wall, I agree to have a release like this one signed by a parent of each minor in the group. I understand that if I fail to do so, River's End can refuse to let that minor climb, or at its option, agree to let the minor climb, but that it does so only because I hereby agree to assume full responsibility for the safety of that minor child, and to indemnify and hold harmless Dingo Enterprises, Inc., and other parties released, if that child is injured and action is brought on account of those injuries.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Dingo Enterprises, Inc. on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**Today's Date** \_\_\_\_\_ **Participant's Name (PRINT clearly)** \_\_\_\_\_

**Phone #** \_\_\_\_\_ **Participant's SIGNATURE** \_\_\_\_\_

**Birth date** \_\_\_\_\_ **Participant's Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_