



PARA Monthly MEMBERSHIP AGREEMENT

1. This Membership Agreement between Member and the Tuscaloosa County Park & Recreation Authority ("PARA") is on a month-to-month basis at the initial dues rate listed on your receipt, per month, payable in advance or by automatic draft. The monthly payment will be charged to your credit card on file or drafted via ACH withdrawal on the (5th) fifth of each month. PARA may change membership dues under this Agreement by posting notice of such change in the facility at least 30 days in advance of such change.
2. If you decide you do not wish to remain a member, you may cancel this contract by filling out a cancellation form at any PARA location. Cancellation form must be received 60 days in advance of cancellation.
3. After cancellation notice is given, the monthly payment may be drafted/charged up to one more billing period.

NOTICE TO PURCHASES: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT.

MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT AND ACKNOWLEDGES THE AGREEMENT TERMS.

Signed by Member or Legal Guardian: _____

Printed Name of Member: _____

Date: _____



Tuscaloosa County PARA Release of Liability and Waiver

1. Warning: By signing this agreement, you give up all rights you may have to recover compensation through the courts or otherwise, for any personal injuries or damage to your property arising out of your using the facilities of the Tuscaloosa County Park & Recreation Authority hereinafter referred to as TCPARA and/or out of your observing or participating in the activities sponsored by TCPARA, even if your injuries or damages are caused by the negligence of the person(s) being released. You will be assuming responsibility for all risks, whether foreseeable or not, connected with your presence at the facilities or activities of TCPARA. Be sure that you have read and understood this agreement before signing it.

2. I understand and acknowledge that sport climbing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, including but not limited to injuries or death resulting from failure or negligent misuse of the facilities, climbing walls or equipment of TCPARA; injuries resulting from slips, trips, or falls while observing or participating in the activities sponsored by TCPARA, including but not limited to, injuries incurred while using the climbing walls, the bouldering area, or the floor below the climbing walls; injuries resulting from the fall of other persons who may come in contact with me or from any falls in which I come in contact with other persons, the artificial walls or the floor; injuries resulting from climbing on, or falling off, loose and/or damaged artificial holds, the artificial climbing surfaces and structures, nor the failure of any of the above; injuries resulting from my own negligence or the negligence of TCPARA employees in giving adequate warning and instruction.

3. I understand that indoor artificial rock climbing in no way prepares me to climb on natural rock. I further understand the importance of receiving proper outdoor instruction before pursuing outdoor climbing activities.

4. My participation in this activity is voluntary, and I elect to participate in spite of the said risks to my property and myself.

5. I hereby release and discharge the TCPARA, the designers and engineers, manufacturers, installers or distributors of the artificial walls, all staff members, facilities or equipment of TCPARA from any and all claims and liabilities arising out of any negligence whatsoever which causes injury to me or to my property, or which cause my death, while I am observing and/or participating in activities sponsored by TCPARA, or while I am using the facilities of TCPARA.

6. I have read and understand all rules of the TCPARA Rock Climbing Wall and agree to this Release of Liability and Waiver.

Printed Name _____

Signature of Participant whose printed name appears above: _____ Date: _____

OR

I, (printed name) _____, am the parent or legal guardian of the below participant,

(printed name of participant) _____.

(printed name of participant) _____.

(printed name of participant) _____.

(printed name of participant) _____.

(printed name of participant) _____.

(printed name of participant) _____.

I have read and I understand the provisions of this document, and acting on behalf of the participant, I consent to the participant taking part in the activities described above, and I fully enter into and agree to the above Release from Responsibility, Assumption of Risk, and Waiver.

Signature of Parent or Legal Guardian: _____ Date: _____