

Questions about this document?

Contact John Hower -
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Climbing Walls Questionnaire

Policy Number: _____

Applicant's name _____

Address _____

Street City State Zip

Applicant's website address _____ Contact's email address _____

1) Please include the following information with your submission for full consideration:

- Copies of the waiver and release or consent forms signed by all participants.
- Loss runs and/or detailed account of any past losses.
- Photos of the climbing wall(s).
- Copies of the operations/safety/training manuals, which include procedures for: Equipment/wall inspection, proper belaying techniques/certification, setup and takedown, belay device failure or entrapment, emergencies and reporting problems.
- Rules for the climbing wall.

2) What are the annual gross sales from this operation? _____

3) How many climbers annually? _____

4) How many walls are being used? _____

5) What is the height and width of the climbing wall(s)? _____

6) If the walls are portable:

- How are walls transported? _____
- Does the operator stay with the walls? ☐ Yes ☐ No

7) If walls are stationary, are the walls part of another operation? ☐ Yes ☐ No

If yes, what type of operation? _____

8) Do all climbers sign waivers? ☐ Yes ☐ No

9) What is the minimum age allowed? _____

If under 18 years old, do parents or guardians have to sign the waiver also? ☐ Yes ☐ No

10) Do you allow climbers to use personal equipment? ☐ Yes ☐ No

If yes, describe your policy with respect to screening of personal equipment used by others: _____

11) Are all belayers certified/trained? ☐ Yes ☐ No

12) What type of belay device is used? _____

If an auto belay device, how old is the device, date of last inspection, and who is the manufacturer? _____

13) Is there a minimum of 6 to 12 inches of fall protection beneath the climbing wall out to a distance of 6 to 8 feet? ☐ Yes ☐ No

14) What type of material is used in the landing area? _____

15) Is a daily inspection of the wall performed and results documented? ☐ Yes ☐ No

Please see the next page for a sample release,
indemnification and hold harmless agreement.

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- 16) Is wall maintenance conducted by an independent contractor who provides you with a certificate of insurance? ☐Yes ☐No
- 17) Is all climbing safety equipment inspected, with inspection results documented? ☐Yes ☐No
- 18) Are safety rules posted? ☐Yes ☐No
- 19) Is a full-time, first aid or CPR certified staff member always present? ☐Yes ☐No
- 20) Is a full-time staff member positioned to have a clear view of the climbing wall and participants? ☐Yes ☐No

The information I have provided is true and accurate to the best of my knowledge. I have not willfully concealed or misrepresented any material fact(s) or information. I understand completion of this questionnaire does not compel the company to provide coverage.

Applicant's Signature

Date

Agent's Signature

Agency Name

Date

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of climbing, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence _____ and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of climbing involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death, paralysis, broken bones, torn ligaments, or bruises as a result of falls from walls on which climbing is being done; participants being struck by falling objects, such as other climbers or equipment; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

(If notarization is necessary, please sign & stamp this side of form.)