

Climbmax, Inc. Liability Waiver and Release

PRINT CLIMBER'S NAME _____ Male: Female

Address: _____

City _____ State: _____ Zip: _____ **PHONE:** (____) _____

I (climber) certify that my date of birth is _____ and my current age is: _____

Indoor rock climbing is a fun and safe activity if proper procedures are followed. However, indoor rock climbing and the use of the climbing walls at Climbmax, Inc. has inherent risks. This documents is an acknowledgment of those inherent risks I recognize that good health is important to participate in this activity. I certify that I am in good health and have no physical or mental conditions, which would endanger myself or others. I agree to consult a physician before using the facilities at Climbmax, Inc. if I have any doubt whatsoever about my ability physically or mentally. I am listing any physical or mental conditions, injuries or other things which could limit my participation in this activity:

Person to **contact in case of emergency:** Name: _____ Phone: _____

Address: _____

ACKNOWLEDGMENT OF RISKS

This document is an acknowledgment of those inherent risks which could result in injury, death, illness, disease, and damage to me or to my property and to others and their property.

- 1.) I voluntarily assume all known or unknown risks of using the Climbmax, Inc. facilities and equipment.
- 2.) I am aware that those risks include, but are not limited to, risk of injury, paralysis, or death from falling, failure of equipment, reliance on others to belay, failure of anchors, holds or the climbing wall structure.
- 3.) Additional risk of my own or other's failure to follow proper procedures, instructions, and the Safety Policies of Climbmax, Inc.

The above list is not complete or exhaustive and other risks known or unknown may also result in injury, death, illness, disease, and damage to me or to my property and to others and their property. I understand these risks and voluntarily assume all risks associated with this activity.

RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of the use of the climbing walls at Climbmax, Inc., I on behalf of myself, my heirs, legal representatives, and assigns hereby voluntarily release and covenant not to sue Climbmax, Inc., its officers, agents, employees, owners, successors and assigns, from any cause of action, claim or demand of any nature whatsoever which relate to or arise out of my use of the climbing walls and facilities at Climbmax, Inc., including but not limited to the negligence of Climbmax, Inc., its officers, agents, employees or owners. I also agree to indemnify and hold harmless Climbmax, Inc., its officers, employees, owners and agents from any and all causes of action, demands, losses or costs (including attorney's fees) of any nature which arise out of my use of the climbing walls and facilities.

AGREEMENT TO FOLLOW SAFETY POLICIES

I accept full responsibility for my safety and the safety of others. I agree to abide by and help enforce the Safety Policies of Climbmax, Inc. I have been informed of the Safety Policies. I have read, understand, and will follow the Safety Policies.

Wearing a helmet protects me from possible injury. **I have chosen to:** (please initial one)

- (1) Wear a helmet. _____ (2) Not wear a helmet and assume the risk of injury. _____

GENERAL

Climbmax, Inc. shall have the right to restrict or deny my participation in rock climbing at its indoor facility, restrict my access to certain climbing walls or climbs, and to exclude me from its facility at any time and for any reason. I acknowledge and understand that indoor rock climbing is not the same as outdoor climbing. The skills, training, instruction, physical ability, physical or mental condition, equipment, and other matters learned or practiced at Climbmax, Inc. apply only to indoor rock climbing at its facility and are not transferable to other indoor or outdoor climbing situations.

I HAVE CAREFULLY READ THIS FORM AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I HAVE GIVEN UP CERTAIN LEGAL RIGHTS AND THAT THIS IS A BINDING LEGAL DOCUMENT.

Participant's Signature: _____ Date: _____

Participant's Name (Printed): _____

Witness Signature: _____

Parent or Guardian of a Person under age 18: I as parent or guardian of the participant give my permission for my child or ward to participate in the indoor rock climbing at Climbmax, Inc. and agree on behalf of myself and the other parent or guardians of the participant to the terms of this Liability Waiver and Release

Parent or Guardian Signature _____ Date: _____