WAIVER AND RELEASE

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ADVENTURE ROCK
INDOOR CLIMBING GYM

NOTICE: This waiver form is a binding legal contract and by signing the agreement you are waiving important legal rights in consideration of being permitted to participate in the climbing program(s) and use of premises/equipment of Adventure Rock. The participant named below and the persons or guardian signing for them do voluntarily sign this release aware of the inherent risks in rock climbing.

_____ Read & Initial

WARNING. There are significant elements of risk in any adventure sport or activity that are associated with a "Rock Gym" such as Adventure Rock, or with any related climbing wall or bouldering area (herein the "ACTIVITY"). Although we have taken reasonable steps to provide you with the appropriate equipment and/or skilled instructors so that you can enjoy this Activity, for which you may or may not be skilled, we do hereby remind and put you on notice that the Activity has foreseeable and unforeseeable risks and that certain risks cannot be eliminated without destroying the unique or exciting character of this Activity. You acknowledge by signing this document that you have carefully read this Waiver and understand that the same elements which contribute to the unique and/or exciting activity of rock climbing can also be the causes of accidental injury, including serious injury and in extreme cases permanent trauma or death. These risks include, but are not limited to: (1) slips, falls or collisions while using the facilities, rock climbing walls, floors, landing areas, entrances and exits, and any other facilities or equipment; (2) misuse of equipment or facilities or failure of equipment, including but not limited to worn or defective ropes or safety equipment; (3) my physical strength, coordination, sense of balance or ability to give or follow directions when climbing, belaying or participating in the Activity; (4) cuts or abrasions from entanglements with ropes or equipment, (5) bad decision making by you or by your belayer, or any guardian present or signing on your behalf; and (6) the presence and actions of any other climbers, belayers or persons participating in the program.

_____ Read & Initial

EXPRESS ASSUMPTION OF RISK. In full recognition of the inherent risks in the Activity for which I, and any minor children participating for whom I am signing, I do confirm that I/We are physically and mentally capable of participating in the Activity and/or using the the equipment and facilities of Adventure Rock. I/We participate voluntarily and DO ASSUME FULL RESPONSIBILITY for damage, loss or injury to myself and any minor child I am signing for. I/WE ASSUME THE RISKS of personal injury, accident or illness, including but not limited to sprains, wounds, torn muscles or ligaments, fractured or broken bones, contusions, cuts or abrasions, neck and spinal injuries, head injuries, eye injuries, shock, paralysis, or death. I/We ASSUME SUCH RISK even if the injury or damage is caused by the negligence of others. I/We hereby acknowledge the aforementioned risks are examples only and that there are many other risks of potential injury and/or hazards involved in rock climbing and using the facilities/equipment.

_____ Read & Initial

WAIVER AND RELEASE. On behalf of myself and any child I am signing for, do hereby knowingly and intentionally waive and release Adventure Rock from any claims for injury or damage which results from my participation, and voluntarily waive, release, indemnify and do hold harmless Adventure Rock and its agents, employees and officers from any actions, claim or suit for loss or liability which I or my successors, heirs or assigns may have for any injury, paralysis, loss or death to myself arising out of or related to my use of the facilities, whether or not caused by a released party.

_____ Read & Initial

PROTECTIVE HEADGEAR. I understand that Adventure Rock offers free UIAA approved helmets for my use and recommends the use of protective headgear. I assume all risks of using or not using protective headgear. I HAVE READ AND AGREE TO OBEY ALL POSTED RULES.

_____ Read & Initial

Participant's Printed Name: _____

Participant's Signature: _____

Date: _____ Phone: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR

I hereby represent that I am the parent or guardian of the minor whose name appears above. I have read and consent/agree to the terms and conditions herein, on behalf of myself and said minor.

X_____ _____ _____
Guardian Signature Print Name Date

For AR Use Only: Date Waiver Entered: _____