

Assumption of Risk Agreement and Release of Liability

(Parent must sign and initial for participants under 18 years of age)

I, _____, hereby acknowledge that I have voluntarily applied to participate in a ClimbX activity or use ClimbX facilities. In consideration of the services of ClimbX, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ClimbX".) I hereby agree to release and discharge ClimbX, on behalf of myself, my children, my spouse, my parents, my heirs, assigns, personal representatives, guardians and estate as follows:

1. **Acknowledgment of Risk:** I recognize the fact that there is an inherent danger in the sport of rock climbing, both climbing on real rocks and climbing on artificial surfaces such as those here at ClimbX, including but not limited to injury, paralysis, long-term disability or death, and I understand that no amount of care, caution, instruction or expertise can eliminate this inherent danger. Please initial: _____.
2. **Climbing at ClimbX is not the same as other Rock Climbing:** I understand that climbing at ClimbX on artificial rocks is not the same as climbing real rocks or on other artificial rock surfaces. I understand that the climbing instruction I will receive at ClimbX is not necessarily applicable to other real or artificial rock climbing. I understand that the instruction I receive at ClimbX does not prepare me to climb without supervision. I further understand that the handles used on artificial climbing surfaces are a convenience, they are not a safety feature and they can and do break. Please initial: _____.
3. **Protective Helmets:** I have been offered a protective helmet. I understand that wearing a helmet does not eliminate the danger of rock climbing but that in certain instances it can reduce the risk of permanent injury or death. I understand that ClimbX strongly recommends that I always wear a helmet and that if I choose not to wear a helmet I do so against their advice. Please initial: _____.
4. **Assumption of Risk:** In recognition of the known and unknown risks of the activity which I or any minor children for which I am responsible for, will engage in, I confirm that we are physically and mentally capable of participating in the activity and/or using the equipment. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity or using the equipment I am obliged to cease participating in the activities and/or using the equipment. I expressly agree and promise to accept and assume all of the risks existing in this activity, including the risk of injury or death. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Please initial: _____.
5. **Release Provision:** As lawful consideration for being permitted by ClimbX or one of its affiliated organizations to participate in these activities and use their facilities, I hereby agree that I, my children, my spouse, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of or prosecute ClimbX, any of its affiliated organizations, owners, officers, employees, agents, servants, or contractors for injury or damage resulting from negligence or other acts, howsoever caused, by ClimbX, any of its affiliated organizations, owners, officers, employees, agents, servants or contractors, as a result of my participation in the activities. Please initial: _____.
6. **Indemnity Clause:** Should ClimbX or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify, pay and hold them harmless for all such fees and costs. Please initial: _____.
7. **Continuation of Agreement:** I understand that this entire agreement and release will continue in full force and effect after I complete my initial activities on the date that I sign this agreement and release, and that this agreement and release shall remain in force and apply to all activities I participate in at ClimbX or under ClimbX supervision. This agreement is binding upon and benefits you, ClimbX and the property owner and their respective successors in interest. Please initial: _____.
8. **Release of Owner:** Each and every release, waiver and indemnification of ClimbX provided in this agreement shall also apply, with equal force and effect, as the release, waiver and indemnification of the owner of the property in which the facilities of ClimbX are located. I agree that such owner has not designed, built, maintained or supervised any of the improvements at this facility which are used in climbing activities, nor has such owner any interest in the business activities of ClimbX. Please initial: _____.

I hereby release and discharge ClimbX, and any of its affiliated organizations, owners, officers, employees, agents, servants, or contractors, from all actions, claims or demands, I, my children, my parents, my heirs, assigns, personal representatives, guardians or estate now have or may hereafter have for injury or damage resulting from my participation in ClimbX activities or use of ClimbX facilities.

I have read the posted ClimbX rules and I agree to abide by them.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN A CLIMBX ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST CLIMBX ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE CLIMBX, THE PROPERTY OWNER AND ASSOCIATED PARTIES FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AND LOSS OF EARNING CAPACITY, ETC..

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT: (1) THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND CLIMBX AND AFFILIATED PARTIES; (2) I HAVE FREELY MADE THE DECISION TO SIGN THIS CONTRACT; (3) THAT I WOULD NOT BE ABLE TO USE THESE FACILITIES BUT FOR MY SIGNATURE OF; AND (4) THE OWNER OF THE PROPERTY AND CLIMBX ARE RELYING UPON MY ASSUMPTION OF RISK AND RELEASE OF LIABILITY DESCRIBED IN THIS AGREEMENT. I HAVE HAD THE OPPORTUNITY TO HAVE EXPLAINED TO ME ANY QUESTIONS WHICH I HAD BEFORE SIGNING THIS RELEASE.

Signature of Participant: _____

Print Name: _____

Street Address: _____

E-Mail Address: _____

City and State: _____

Zip: _____

Phone: _____

Date of Birth: _____

Today's Date: _____

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by ClimbX to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ClimbX from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I am aware of the high injury risks in this activity and have had my questions explained to me before signing this agreement. I realize that Minor must follow directions of the staff of ClimbX to minimize chance of injury or death.

**PARENT OR GUARDIAN'S
PRINT NAME:** _____

SIGNATURE: _____

DATE: _____

RELATIONSHIP: _____

**PARENT OR GUARDIAN SIGNING WAIVER WHO IS NOT
ACCOMPANYING MINOR MUST SUBMIT A COPY OF
THEIR DRIVER'S LICENSE.**

PARENT OR GUARDIAN'S DRIVER'S LICENSE

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