

## **COMPLETE ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND AGREEMENT NOT TO SUE Acknowledgment of Risk.**

I HEREBY ACKNOWLEDGE AND AGREE that I am familiar with the many and various risk of the sport of rock climbing, including the many risks involved in climbing at a gym and climbing outdoors on natural rock or a portable climbing wall. That I am fully aware that climbing, including climbing at the Climbm ax Gym and climbing outdoors is inherently dangerous and can result in all manner of physical injury and damage, including death. Furthermore, by signing below all parties are aware that Climbm ax Gym is still under construction and does not meet industry standards. All parties shall hold harmless Climbm ax Gym and all of its affiliates of any and all liability.

The risks involved in climbing or otherwise being at the Climbm ax Gym include, but are not limited to:

- All manner of injury resulting from falling off the climbing wall and hitting the floor, rock faces and projections whether permanently or temporarily in place.
- Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to, climbing, belaying, lowering on a rope, and any other rope techniques.
- Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, and dropped or broken holds.
- Cuts and abrasions resulting from skin contact with the climbing wall.
- Failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or any part of the climbing wall structure.

I fully and completely acknowledge that the above lists and descriptions is not inclusive of the possible risk associated with the use of the Climbm ax Gym and that the above list in no way limits the extent or scope of the assumption of risk, release of liability, and agreement not to sue by signing this Agreement.

I further agree and acknowledge that I am responsible for checking and maintaining the safety and good condition of all personal gear or equipment that I may use while at the Climbm ax Gym, regardless of where or from whom I may have obtained such items and that I use all such equipment at my own risk.

### **Statement as to Health and Condition**

I expressly state that I am in good health and that I have no physical limitations that would preclude my safe use of the climbing facilities at the Climbm ax Gym.

### **Assumption of Risk, Release of Liability, and Agreement Not to Sue**

In consideration of being permitted to climb and use the facilities and simply be on the premises at the Climbm ax Gym and engage in activities connected with such climbing, as well as being permitted to participate in any program or event at the Climbm ax Gym, or being permitted to participate in any program or event connected with the Climbm ax Gym, I HEREBY AGREE ON BEHALF OF MYSELF, MY SUCCESSORS, ASSIGNS, HEIRS, SURVIVORS, REPRESENTATIVES, EXECUTORS, AND ADMINISTRATORS, TO ASSUME ALL RISK, AND WAIVE, RELEASE, AND DISCHARGE FOREVER THE CLIMBMAX GYM, ITS LANDLORD, CLIMBMAX, L.L.C., ITS MEMBERS, EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, OR AFFILIATES, OR AGENTS OR ITS OWNERS, EMPLOYEES, OR AGENTS, OR OTHER CLIMBERS AT OR VISITORS TO THE CLIMBMAX GYM FROM ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, ACTIONS, LAWSUITS, OR JUDGEMENTS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CAUSES IN LAW OR EQUITY, FOR NEGLIGENCE, BREACH OF WARRANTY, OR STRICT TORT LIABILITY, FOR ANY INJURY, DEATH AND/OR OTHER DAMAGES.

Further, I hereby agree to indemnify, defend, and save harmless the CLIMBMAX GYM, ITS LANDLORD, CLIMBMAX, L.L.C., ITS EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, OR AFFILIATES, OR AGENTS OR ITS OWNERS, EMPLOYEES, OR AGENTS, from any and all claims, demands causes of action, actions, lawsuits, or judgments of any kind whatsoever arising out of or in any way related to my presence at or use of the facilities, including but not limited to climbing and connected activities, of the Climbm ax Gym.

Climbm ax Gym instructs methods congruent to industry standards regarding safety. Any methods used other than those taught by Climbm ax Gym are discouraged and at the sole discretion, risk and responsibility of the climber.

I state that I have read this Assumption of Risk, Release of Liability, and Agreement Not to Sue and that I fully understand and agree that by signing below I am contracting away the right to sue and that I WILL BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH, OR DAMAGE, THAT I MAY SUSTAIN AT OR IN CONNECTION WITH THE CLIMBMAX GYM.

**Please complete the following information - please print.**

User's Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_

E-mail \_\_\_\_\_

Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Date \_\_\_\_\_

In case of emergency please contact:

\_\_\_\_\_

(phone) \_\_\_\_\_

IF USER IS UNDER THE AGE OF 18 YEARS OLD: PARENT/LEGAL GUARDIAN MUST  
CONSENT: I as parent or legal guardian of the above minor under the age of 18 years, hereby give my  
consent to the terms and conditions set forth in this release form.

Parent / Legal guardian Signature

\_\_\_\_\_

Date \_\_\_\_\_

How did you hear about us?

\_\_\_\_ Web    \_\_\_\_ Billboard Truck

\_\_\_\_ Member - Who: \_\_\_\_\_

\_\_\_\_ Party    \_\_\_\_ Other (explain) : \_\_\_\_\_