

# CLIMBNASIUM, INC.

Indoor Rock Climbing Facility / Outdoor High Adventure Activity

## ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF LIABILITY

**NOTICE:** This document is a legally binding agreement. Please read it carefully before signing. By signing this agreement, you are acknowledging that you have read, understood, and accepted the terms and conditions stated in this agreement. You further acknowledge and agree that you are waiving your rights to bring a Court action to recover compensation or obtain any other remedy for any injury to yourself or your property.

**WARNING:** There are significant elements of risk in any adventure, sport, or activity associated with a “rock gym”, climbing wall, bouldering area, and equipment (referred to herein as “activity”). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so that you can enjoy an activity for which you may not be skilled, we wish to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment or accidental injury, illness, or in extreme cases permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think that it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGMENT OF RISKS:** I am aware of the meaning of the terms “Bouldering”, “Top Rope Climbing”, “Lead Climbing”, “belay”, “belayer”, and “spotter” and understand the differences between these terms and activities. I accept that “Lead Climbing” is the most dangerous, due to the hazards to both leader and follower. I recognize that there are inherent risks and dangers in each of these activities. These risks may result in serious injury or death and include but are not limited to: (1) falls and painful crashes into walls, rocks or other obstacles; (2) risks associated with crossing, climbing, or down climbing; (3) misuse of equipment or facilities or failure of equipment; (4) my physical strength, coordination, sense of balance, and ability to follow or give directions while climbing or belaying; (5) fatigue, chill, and/or dizziness, which may diminish my reaction time and increase the risk of accident; (6) abrasion from or entanglement with ropes or equipment; (7) the presence, actions, or falls of other participants. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. I also understand that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity; that personal property may be lost or damaged; and that wearing appropriate clothing and footwear are basic safety precautions. I acknowledge that you have taken reasonable steps to provide appropriate equipment and/or skilled guides and/or instructors so that I can enjoy an activity for which I may not otherwise be skilled.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity, which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using the equipment. I/We participate willingly and voluntarily, and I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume responsibility for accidents or injury caused by the negligence of my belayer, whether such negligence is comparable or contributory. I acknowledge that wearing appropriate clothing and footwear are basic safety precautions and that wearing a helmet approved by the UIAA, the International Mountaineering and Climbing Federation, may help/prevent head and/or neck injuries. I assume the risk(s) of personal injury, accidents and/or illness, included but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries; animal bite or attack; insect bite or allergic reaction; shock, paralysis and/or death; and acknowledge that during the activity I/we may experience fatigue, chills and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident.

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of services, will operate under reasonable standards of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to climbing objectives.

**MEDICAL AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of injury or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf.

**WAIVER AND RELEASE OF LIABILITY:** In consideration of, and in recognition of the inherent risks of the activity associated with the use of the Climbnasium facility, I agree, on behalf of myself, my heirs, representatives, successors, executors, administrators, and assigns, to hereby release, waive, discharge, and agree not to sue Climbnasium, Inc., its officers, directors, shareholders, agents, volunteers, and employees, from any and all claims and demands, obligations, and/or causes of action of any nature whatsoever which I may have against Climbnasium, Inc., its officers, directors, shareholders, agents, volunteers, and employees, on account of any personal injury, property damage, death or accident of any kind, arising out of or in any way connected with the use of the Climbnasium, Inc. facility or equipment, whether my use is supervised or unsupervised, and I agree to indemnify and hold harmless the persons or entities mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my actions.

I further certify, acknowledge and agree on behalf of myself that: (1) I am physically and mentally capable of participating in the activity and/or use of the equipment; (2) I assume responsibility for and voluntarily assume the risks of any personal injury, death and related expenses involved with this activity; (3) I assume responsibility for damage to my personal property; (4) I assume the responsibility to question the staff of Climbnasium, Inc. if I hear, see or feel that anything is questionable, dangerous, incorrect, or unclear; (5) I assume the risks for accidents or injury caused by the negligence of my belayer or spotter; (6) I further acknowledge, on behalf of myself, that wearing appropriate clothing and footwear are basic safety precautions and that wearing a UIAA approved helmet may help to prevent head and neck injuries.

**AUTHORIZATION OF INVOLVEMENT:** In signing this form, I testify that I have read and understand the contents herein. I accept that this agreement cannot be orally or otherwise modified. This agreement is legally binding. I hereby agree and acknowledge that any claim or dispute arising from or related to the Acknowledgment of Risk, Waiver and Release of Liability granted herein or the relationship of the parties in any respect thereto shall be brought within twelve (12) months of any occurrence or discovery (or forever waived) and shall be settled only by mediation, or, if necessary to resolve the dispute, legally binding arbitration. Judgment upon mediation or arbitration award may be entered in any Court otherwise having jurisdiction and such mediation or arbitration is the sole remedy and is non-appealable.

THE UNDERSIGNED HAS READ THE ABOVE ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF LIABILITY, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND IS SIGNING IT VOLUNTARILY.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE (Parent or Guardian if under 18)

\_\_\_\_\_  
PRINT NAME

HELMET WAIVER

I, the undersigned, recognize the dangers inherent with climbing activities. I wish to participate in climbing activities. I realize that I am subject to injury from this activity and that no form of preparation can remove all of the danger to which I am exposing myself. I have been offered a protective safety helmet, which can help prevent injury and/or permanent brain damage in the event of any accident. Against advice of Climbnasium, Inc. and the insurance underwriters, I am refusing this critical safety precaution. I am assuming all hazards of risk upon myself.

**Participant must write on the line below** – “I have read, understand, and accept the helmet waiver”

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE (Parent or Guardian if under 18)

\_\_\_\_\_  
PRINT NAME

