Last: _____ First: _____ Age: _____

Climbing Wall Release/Indemnification of all Claims and Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the Climbing Wall, now or any time in the future.

Acknowledgment of Risk

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the Climbing Wall (hereinafter referred to as the Climbing Wall) has *inherent risks.* I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Climbing Wall, including but not limited to:

1. All manner of injury resulting in falling off the Climbing Wall and hitting rock faces and projections, whether permanently or temporarily in place, or the floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
3. Injuries resulting from falling climbers or dropping items, such as, but not limited to, ropes or climbing hardware;
4. Cuts and abrasions resulting from skin contact with the Climbing Wall;
5. Failure of rope, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Wall structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Release/Indemnification and Covenant Not to Sue

In consideration of my use of the Climbing Wall, I, _____, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Time Out Sport and Ski., its officers, agents, and employees from any cause of action, claim, or demand of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against Time Out Sport and Ski. on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the Climbing Wall whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the NEGLIGENCE of Time Out Sport and Ski., its officers, agents, and employees.

In consideration of my use of the Climbing Wall, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS Time Out Sport and Ski., its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way related to my use of the Climbing Wall.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall and that by this agreement, I am relieving Indoor Time Out Sport and Ski. of any and all liability for such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitations which would preclude my safe use of the Climbing Wall.

_____ _____

Climbing Wall User's Signature Climbing Wall User's Name (Print Clearly)

Emergency Contact:_____ **Phone:** _____ **Relationship:** _____

_____

Parent/Guardian if user is under 18

Contract to Follow Climbing Wall Safety Policies

I, _____ (name of climber) accept full responsibility for my own safety and the safety of other climbers while in the climbing gym area. I agree to abide by, and to help enforce, the following climbing wall safety policies:

6. No unbelayed climbing.
7. Inform other climbers of any situation seen as unsafe or not in accordance with Climbing Wall Safety Policies. All climbers are asked to assist and encourage less experienced climbers.
8. All accidents or equipment damage must be reported immediately.
9. All climbers under 16 years of age **must be accompanied by an adult**.
10. Sandals and open-toed shoes are prohibited.
11. Climbers under 16 **ARE NOT PERMITTED** to remove their own belay.

Time Out Sport and Ski. reserves the right to withdraw the membership of any individual permanently or for a specified period of time for breach of contract in following the Climbing Wall Safety Policies, or for any conduct that is viewed as unsafe or inappropriate.

In consideration of the use of the Climbing Wall, I acknowledge that I have read and agree to abide by the Climbing Wall Safety Policies.

Climbing Wall User's Signature: _____ Date: _____