

CLIMBNASIUM, INC.

Indoor Rock Climbing Facility / Outdoor High Adventure Activity

ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF LIABILITY

WARNING: There are significant elements of risk in any adventure, sport, or activity associated with a “rock gym”, climbing wall, bouldering area, trips or climbing expeditions and equipment (referred to herein as “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 AND ASSUMPTION OF RISKS: I recognize that there are inherent risks and dangers in all activities available through Climbnasium. These risks may result in serious injury or death. I understand that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity and that personal property may be lost or damaged. In recognition of the inherent risks of the activity, which I and any minor children for which I am responsible, will engage in, I assume full risk and responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume risk and responsibility for damage to or loss of my/our personal property. I also assume responsibility and the risk for accidents or injury caused by the negligence of the employees, agents and volunteers of Climbnasium, Inc., whether such negligence is comparable or contributory.

WAIVER AND RELEASE OF LIABILITY: IN CONSIDERATION OF, AND IN RECOGNITION OF THE INHERENT RISKS OF THE ACTIVITIES PROVIDED BY CLIMBNASIUM, 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, FOR ANY AND ALL CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHICH I MAY HAVE, 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, EQUIPMENT OR CLIMBNASIUM SPONSORED TRIPS, 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 AGREE TO WAIVE RELEASE AND NOT TO SUE CLIMBNASIUM AND THEIR AGENTS, EMPLOYEES AND VOLUNTEERS FOR ANY INJURY OR DAMAGE CAUSED BY ACTS OF THEIR OWN NEGLIGENCE WHICH MAY CAUSE PHYSICAL/MENTAL INJURY TO MY PERSON OR PHYSICAL DAMAGE TO MY PROPERTY.

I accept that this agreement cannot be orally or otherwise modified. 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.

Climbnasium reserves the right to use any photograph taken at the facility or in conjunction with any other activity involving Climbnasium to be used in Climbnasium promotional materials, brochures and web-site.

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

Participant's Signature (Parent/Authorized Individual 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.

Date

Signature (Parent/Authorized Individual if under 18)

Print Name

CLIMBNASIUM, INC.
SAFETY POLICIES AND PROCEDURES

The following are the Safety Policies and Procedures for Climbnasium, Inc. Responsibly following these policies and procedures reduces, but does not eliminate, the possibility of injury.

- No climbing under the influence of alcohol and/or any controlled substances.
- Each new belayer must be certified by a Climbnasium, Inc. facility staff member.
- All climbing harnesses, knots and carabiners will be double checked by a Climbnasium certified belayer before top rope climbing will commence.
- No unbelayed climbing over bouldering line (hand line). Failure to comply with this policy may result in the withdrawal of climbing privileges.
- Spotters and a crash pad should be used when bouldering.
- Helmets are recommended and must be worn unless participant signs a Helmet Waiver.
- Do not walk/climb under or between a climber and his/her belayer.
- No running or behavior not conducive to a safe environment.
- All climbers must alert the Climbnasium, Inc. facility staff of any mental or physical limitations that would inhibit their participation in the climbing activity.
- All accidents and injuries shall be reported to the Climbnasium, Inc. facility staff immediately.

Climbnasium, Inc. reserves the right to deny access to the Climbing facility to any person for any breach of this agreement or failure to strictly adhere to the Safety Policies and Procedures, or for any conduct that is viewed as unsafe, inappropriate or unhealthy.

PERSONAL INFORMATION (please print)

Last Name: _____ First Name: _____ M.I.: ____ Sex () Date of birth _____
age _____ Address _____ City _____
State _____ Zip _____ Phone Number _____
Emergency contact: _____ Phone Number _____

(office use only) BELAY TEST (office use only)

Name of Staff Examiner _____ Exam Date _____
PASS(P) / FAIL(F):
Knot _____ Belay Technique _____ Check-Off Procedure _____ Verbal Commands _____
Participants Signature - Pass _____ Fail _____
Examiners Signature - Pass _____ Fail _____

I am waiving participation and therefore certification in the above mentioned belay course. Therefore I will not be belaying at Climbnasium.

Signature _____ Date _____