

RELEASE OF LIABILITY



NOTICE: THIS IS A LEGALLY BINDING CONTRACT.

In consideration of my being permitted by 5150' rock gym to climb at its facility and/or participate in any program offered by 5150' rock gym including its climbing school, I agree to the following waiver and release and make the following representations:

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, including climbing on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls and equipment, bad decision-making, inattention of belayers or actions of other climbers, misuse or failure to equipment, holds which may have become loose or damaged, and nay accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facility, and/or the sport of climbing and I agree that said list in no way limits the extent or reach of this release. I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISK INVOLVED.

_____(initial)

I voluntarily agree to assume all risk of personal injury, including paralysis or death, that may occur while I am at the facility or participating in any event or program or while I am climbing anywhere at any time, whether or not under the supervision of 5150' rock gym personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend 5150' rock gym, its successors, assigns, officers, employees, and wall designers and builders, hold manufacturers, lessors, and agents from all liability for any omissions, breach of warranty or strict tort liability of 5150' rock gym or the other parties released.

_____(initial)

I am in good health and have no physical limitations which would affect my safe use of the facilities. I agree to pay attention to the state of any ropes, anchors and other equipment I may use, and advise staff members if I do any damage or notice damage. I certify that I have read the posted rules, and I agree to abide by these rules and any future rules and including but not limited to always using a spotter when bouldering, and if staff makes a specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills, and I agree to seek qualified instruction before attempting to climb outdoors.

_____(initial)

In the event I suffer any injury whatsoever while at 5150' rock gym, I agree to notify an employee of 5150' immediately.

_____(initial)

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. If under the age of 18, this release must be signed by the parent/guardian of the minor, and I agree to indemnify and hold harmless 5150' rock gym and the other released parties in the event a minor member of my family sues them or any one of them.

_____(initial)

I understand that this release is a contract. I expressly state that I have read, understand and am familiar with the provisions and that I sign it of my own free will.

_____(initial)

Climber's Signature _____ Today's Date _____

Climber's Printed Name _____ Age _____ Date of Birth _____

Address _____

City _____

State _____ Zip Code _____

Phone _____

Email _____

5150' rock gym's Approval _____

We recommend the use of a helmet. We will provide a helmet at no cost. If you do NOT want to use a helmet, please sign below.

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and provisions set forth in this release:

Signature of Parent or Guardian Printed Name Date