



# Release Of Liability

**NOTICE: THIS IS A LEGALLY BINDING CONTRACT.** In consideration of my being permitted by **Adventure Rock, Inc. (AR, INC)**, to use it's facilities and/or participate in any climbing program offered by AR, INC., including climbing lessons or training, I agree to the following waiver and release and I make these 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 or equipment, bad decision-making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may have become loose or damaged, and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, 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 RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.**

\_\_\_\_\_  
Read & Initial

I understand Adventure Rock, Inc. offers free protective headgear for my use, and I assume all risks arising from any decision not to use such headgear. Adventure Rock, Inc. reserves the right to require mandatory use of protective headgear by minors.

\_\_\_\_\_  
Read & Initial

I voluntarily agree to assume all risk of personal injury, **including paralysis and death**, that may occur while I am in either of the facilities, or participating in any event or program or while I am climbing anywhere at any time, whether or not under supervision of Adventure Rock, Inc. personnel. I hereby knowingly and intentionally waive and release any and all claims or causes of action which might arise from use of the facilities or participation, and agree to indemnify, hold harmless and defend Adventure Rock, Inc., it's successors, assigns, officers, employees, wall designers or builders, hold manufacturers, lessors and agents from all liability for any such damage, injury, paralysis or death which may result. **This Release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Adventure Rock, Inc. or the other parties released.**

\_\_\_\_\_  
Read & Initial

I am in good health and have no known physical limitations which would affect my use of the facilities. I agree to pay attention to the state of any ropes, anchors and other equipment I may use, and to advise staff members if I do any damage or notice damage or problems. I certify that I have read the posted rules, and accept responsibility for failure to abide by these rules. If the Adventure Rock, Inc. 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.

\_\_\_\_\_  
Read & 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, guardians and administrators. If under the age of 18, this Release is signed by a parent/guardian of the minor, and the undersigned waive any and all claims, and agree to Indemnify and hold harmless Adventure Rock, Inc. and it's agents in the event of any injury to the undersigned or minor climber.

\_\_\_\_\_  
Read & Initial

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

\_\_\_\_\_  
Read & Initial

Climbers \_\_\_\_\_ Climber's \_\_\_\_\_  
Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Date of \_\_\_\_\_  
Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## TO BE READ AND SIGNED BY PARENT OR GUARDIAN OF MINOR

I hereby represent that I am the parent or guardian of the minor whose name appears above. I am familiar with and consent and agree to the terms and provisions set forth in this Release, on behalf of myself and said minor.

Signature of *Parent* or *Guardian*: \_\_\_\_\_ Date: \_\_\_\_\_