Climbing Wall or Gym

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the services of [organization's name], their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "[abbreviation]"), I hereby agree to release and discharge [abbreviation], on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any of [abbreviation]'s services or facilities, at this location and all other locations, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, and negligence of belayers and other participants.
2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of [abbreviation]. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless [abbreviation] from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of [abbreviation]'s equipment or facilities, including any such claims which allege negligent acts or omissions of [abbreviation].
4. Should [abbreviation] or any one acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of [state], without regard to its conflict of law rules.
7. I agree to abide by the rules of the facility.

By signing this document I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against [abbreviation] on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read, understood it, and agree to be bound by its terms.

Signature of Participant: _____Date: _____

Print Name: _____ Address: _____

City: _____State:_____ Zip: _____ Phone: _____

SAMPLE

Parental (or guardian) Indemnification (must be completed for participants under the age of 18)

In consideration of_____ (print minor's name)("Minor") being permitted by[abbreviation] to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless [abbreviation] from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent (or guardian): _____

Date: _____ Print Name: _____

Minor's Name: _____ Address: _____

City: _____State:_____ Zip: _____ Phone: _____

Note: All waivers, releases, agreements and contracts should be reviewed by legal counsel familiar with the language and statutes in the state where the document will be in use. Each locale has specific and recognized language for use in these types of transfer vehicles.

SAMPLE