



Date: _____
Print Name _____
Address _____
City/State/Zip _____
Phone (incl. area code) _____
Date of Birth: _____ Sex: _____
Emergency Contact Name: _____
Home Phone: _____ Work Phone: _____
Would you like to receive our Email newsletter? Yes No
Email address (optional): _____

ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR WALL CRAWLERS LLC.
Each part of this document, front and back, must be completed and signed before climbing

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE SOUGHT.

By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future 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 facilities of Wall Crawlers Climbing Gym, even if such claim is based upon the actual negligence of Wall Crawlers Climbing Gym or its employees.

RELEASE

I hereby release, protect, indemnify, defend, and hold harmless Wall Crawlers Climbing Gym, each of Wall Crawlers Climbing Gym 's directors, officers, agents, attorneys, landlords, affiliates, volunteer assistants, and employees, and any other climbers, members, visitors, users, or other persons whom may be present at Wall Crawlers Climbing Gym (collectively, the "Indemnified Parties") from and against any and all losses, claims, causes of action, damages, costs, expenses, and liabilities in connection with any injury to or illness or death of any person or damage to any property (including all reasonable expenses of litigation, court costs, and attorney's fees) (collectively, "Losses") incurred in connection with my use of the Wall Crawlers Climbing Gym, and I hereby waive any right I may have against the Indemnified Parties with respect to any Losses; provided, however, that to the extent such Losses are caused by the willful misconduct of any Indemnified Party this paragraph will not apply to such Indemnified Party. It is my express intention that the terms of the preceding sentence include an agreement to waive all Losses caused by the negligence of any Indemnified Party. The provisions of this agreement are binding on me and heirs, assigns, and personal representatives.

Initial _____

(If user is under 18, parent/legal guardian must initial)

Initial

1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks, which can result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: falling off the wall; loose or damaged artificial holds; rented equipment failure; falling to the ground, falling on others, or being fallen on by others; fixed equipment failure; belay failure or an inattentive belayer; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; head injuries; or my own negligence. I agree to pay attention to the state of the ropes and anchors in the gym and to advise gym staff if I do any damage or notice any damage.

I accept responsibility for the care and condition of my equipment, including but not limited to harnesses and ropes. Furthermore, Wall Crawlers Climbing Gym employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

- _____
Initial
2. I expressly agree and promise to accept and assume all of the risks existing in the activity, including but not limited to unanticipated or unforeseeable risks. My participation in this activity is purely voluntary, and I elect to participate in spite of all the risks.
- _____
Initial
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Wall Crawlers Climbing Gym 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 Wall Crawlers Climbing Gym's equipment or facilities, including any such Claims which allege negligent acts or omissions of Wall Crawlers Climbing Gym.
- _____
Initial
4. Should Wall Crawlers Climbing Gym, or anyone acting in their behalf, be required to incur attorney's fees and costs to reinforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- _____
Initial
5. If I file a lawsuit against Wall Crawlers Climbing Gym, it shall be filed in the State of WI and the substantive law of WI shall be applied, without regard to conflict of law rules of that state. I also understand that this contract is severable; in other words, if any part of it is held by a court of law to be unenforceable, the remaining portions shall remain in full force and effect.
- _____
Initial
6. 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 am willing to assume the risk of any medical or physical condition I may have.

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 Wall Crawlers Climbing Gym 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 and understand it, and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Print Name: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under age of 18)

In consideration of _____ (print minor's name), hereinafter "Minor", being permitted by Wall Crawlers Climbing Gym to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Wall Crawlers Climbing Gym 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.

Parent's or Legal Guardian's Signature: _____

Print Name: _____ Date: _____

Home Phone: _____ Work Phone: _____