

HOW DID YOU HEAR ABOUT US?

Friend _____ CHOA _____ Jesse Browns _____ GOP _____ Sun and Ski Sports _____ Birthday Party _____ Group _____ Portawall _____

Web site _____ Charlotte Parent _____ Creative Loafing _____ Charlotte Executive _____ Other _____

INNER PEAKS CLIMBING CENTER REQUIRED ASSUMPTION OF RISK AND WAIVER OF LIABILITY *Please read before signing.*

In consideration of being permitted to participate in climbing activities including but not limited to climbing, bouldering, belaying, rappelling, lowering on ropes, and rescue systems at and/or under the auspices of Inner Peaks Climbing Center (hereafter referred to as "Climbing Activities"), I do acknowledge, appreciate and agree that:

1. The risk of injury resulting from Climbing Activities is significant. This risk includes but is not limited to all manner of injury resulting from my falling during Climbing Activities and hitting the floor, wall faces, people, rope, and fixtures - whether permanently or temporarily in place. This risk also includes, but is not limited to, rope abrasion, rope entanglement and burn, injuries resulting from falling and dropped items and climbers, swinging belayers and climbers, and failure of ropes, slings, harnesses, knots, climbing holds, anchor points, or any part of the climbing wall.

2. I do knowingly and freely assume all such risks both known and unknown, and I do knowingly and freely assume all responsibility for my participation in Climbing Activities at and/or under the auspices of Inner Peaks Climbing Center.

3. I will comply with ALL Inner Peaks rules, both written and as stated to me by Inner Peaks staff, during my participation in Climbing Activities. I will obey the Inner Peaks staff in regards to those rules as they affect the safety of myself, other participants and observers, the property of Inner Peaks, and all natural resources used in conjunction with Climbing Activities. If I observe any hazards, either subjective or objective to either the Inner Peaks Climbing Center facility, its participants and staff, its property, or natural resources used in conjunction with Climbing Activities, during my participation in Climbing Activities, I will immediately bring said hazards to the attention of the nearest Inner Peaks Climbing Center staff.

4. **RELEASE:** I hereby release and discharge Inner Peaks, Inc. and Inner Peaks Management, Inc., their owners, affiliates, agents and employees, and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including attorneys fees and disbursement) incurred by me arising out of the use or intended use of the Inner Peaks Climbing Center, including, without limitation, all claims for property damage, personal injuries or wrongful death except to the extent that such loss or damage is caused by or results from the gross negligence of any such party. This release is binding on my heirs, assigns and agents. If I see or hear anything I feel is questionable or dangerous, it is my responsibility to ask or inform Inner Peaks Climbing Center employees until corrected or satisfactorily answered.

5. **INDEMNIFICATION:** I hereby agree to indemnify and hold harmless Inner Peaks, Inc. and Inner Peaks Management, Inc. their owners, affiliates, agents and employees, and their successors and assigns, from any and all causes of action, claims demands, losses and costs of any nature whatever arising out of or in any way relating to my use of the Inner Peaks Climbing Center, except to the extent that the same is caused by or results from gross negligence of any such party. This indemnification is binding on my heirs, assigns and agents.

6. I understand that Inner Peaks reserves the right to refuse or terminate service to me for any reason not discriminatory, at any time.

7. I, the undersigned, recognize the dangers inherent with Climbing Activities. I am assuming the hazard of this risk upon myself since I wish to climb. I realize I am subject to injury from this activity and that no form of preplanning can remove all of the danger to which I am exposing my minor child or myself as described in this "REQUIRED ASSUMPTION OF RISK AND WAIVER OF LIABILITY."

Has the Participant climbed at Inner Peaks before?: Yes [] No [] Email*: _____
For Gym Updates/News ONLY

Printed name: _____ Phone #: _____ Date of Birth: _____

Full address: _____

City _____ State _____ Zip _____

Signature: _____ Date: _____

This is to certify that I as parent or court appointed guardian (hereafter referred to as "parent/guardian"), with legal responsibility for the above participant do consent and agree to his/her release, as provided above in "REQUIRED ASSUMPTION OF RISK AND WAIVER OF LIABILITY," of all the Releasees and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and liabilities incident to my minor child's involvement, observation, and participation in Climbing Activities as described above, to the fullest extent of the law. I HAVE READ, UNDERSTOOD, AND DO HEREBY AGREE TO ABIDE BY THE TERMS OF THE INNER PEAKS CLIMBING CENTER REQUIRED ASSUMPTION OF RISK AND WAIVER OF LIABILITY. I AM UNDER NO INDUCEMENT TO SIGN, AND I REALIZE THAT BY DOING SO, I GIVE UP SUBSTANTIAL RIGHTS.

Parent/guardian name: _____ (Please Print)

Parent/guardian signature: _____ Date: _____

In case of emergency please call: _____ Phone #: _____

This section is for Inner Peaks staff usage only. Waiver only: _____ Gri-gri: _____ Toprope: _____ Lead belay: _____ Lead: _____