

## Island Rock Gym, Inc. Waiver and Release Form

In consideration of the services of Island Rock Gym, Inc. dba Island Rock, 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 "IR"), I hereby agree to release, indemnify, and discharge IR, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that all activities at IR, including, but not limited to, climbing on or being near an artificial climbing wall, using fitness equipment, rappelling, ascending ropes, physical presence at IR, and/or using a sauna and locker room entail known and anticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that all activities at IR, including, but not limited to, climbing on or being near an artificial wall, using fitness equipment, rappelling, ascending ropes, and/or using a sauna are inherently dangerous and cannot be considered safe.

The risks include, among other things: falling off the wall; loose, spinning, and/or damaged artificial holds; holds broken off or falling from the wall; equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads or the floor; belay and or belayer failure; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; cardio respiratory stress; or my own negligence.

Furthermore, IR 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 instruction, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in the activities at IR. My participation in these activities are purely voluntary, I am fully aware of all risks affiliated with the activities at IR, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless IR from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities. My participation in these activities or my use of IR's equipment or facilities, **including any such claims which allege negligent acts or omissions of IR.**
4. Should IR or anyone 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 am willing to assume the risk of any medical or physical condition I may have.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against IR 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 understood it, and I agree to be bound by its terms.**

Signature of participant \_\_\_\_\_

Print Name \_\_\_\_\_

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

Phone \_\_\_\_\_ Date \_\_\_\_\_

E-mail \_\_\_\_\_

### PARENTS OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participant under the age of 18)

In consideration of \_\_\_\_\_ (print minors' name) ("Minor") being permitted by IR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless IR 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 or Legal Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

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