



WEST INDOOR SPORT HUB PVT. LTD - (WISH)

Khahare Lakeside-06, Pokhara, Nepal

Street No. 20th

Release of Liability, Waiver of claims, Assumption of Risk and Indemnity Agreement:

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever may be caused, I hereby agree as follows:

- 1 Assumption of risk:** I knowledge that climbing activities involve inherent dangers, hazards and risk ("Risks") that may result in major or minor harm, disability, damage, loss, death or other injury ("injuries") to me, or my minor child. I acknowledge that these risks include but are not limited to injuries from falls, slips, collision, or loss of footing or balance, equipment failure, malfunction, misuse, or improper set up or use, property theft, loss or damage, or other accidents or injuries.
- 2 Waive any and all claims:** I hereby voluntarily release and forever discharge and hold harmless covenant and degree not to sue WEST INDOOR SPORT HUB (**WISH**) for and waive any claims, demands, action, cause of action, debts, damages, losses, costs, fees, expenses, or any other alleged liabilities or obligation of any kind or nature, whether known or unknown. I agree not to sue or initiate any legal action against **WISH** or any present or future officers, directors, shareholders, agents, & employees in connection with any claims which could have been or could be raised against any of them in any relating to activities at **WISH**.
- 3 Hold Harmless and Indemnify the release from** any and all liability for any damage to property or personal injury to any third party, resulting from my use of or presence on the facilities.
- 4 Parent or Guardian Agreement:** If I am the parent or legal guardian of a minor child, I acknowledge and represent that I have the right and authority to make decisions concerning the case, custody and control of my minor child. By signing this agreement, I am binding each of my minor member (s) to its term, including but not limited to ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION provision.
- 5 Agreement applies after death or disability:** In event of the death or disability of me or any minor child, I agree that all terms and condition including specifically assumption of risk, waiver of liability, indemnification provision, I certify that I have adequate insurance to cover any damage or death, I may cause or suffer while participating, I further certify that I have no medical or physical, which could interfere with my safety in this activity.
- 6 Agreement to Follow Climbing Rules:** I comply to follow all time written, posted, verbally explained rules, requirements, policies, procedure guidelines, instructions and directions applicable to the climbing rules at **WISH**. If I violate the climbing rules, **WISH** may terminate my climbing or bouldering privileges.

So, I hereby agree the following rules:

- Age must be 4 years old or older.
- Will not consume any alcohol, or any other substances which could impair my senses or judgement prior to or while using facilities of **WISH**.
- When engaging in top roping or lead climbing, I will always wear a climbing harness.
- I will belay only when knowledgeable and experienced at belaying certified by **WISH**.
- I will not hold **WISH** for any lost or stolen personal belongings.
- Formal or informal teaching or coaching of individuals or groups including but not limited to belaying, lead climbing, technical skills or exercise may only be done by certify **WISH** staff.
- All climbers must promptly report any equipment defects, unsafe situation or accidents.

PLEASE READ CAREFULLY AND FILL OUT THIS FORM IN BLOCK LETTERS

NAME: _____

ID NUMBER: _____

ADDRESS: _____

GENDER: _____

CONTACT NUMBER: _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT


NAME: _____

CONTACT DETAILS: _____

RELATIONSHIP: _____

IN WITNESS WHEREOF, I HAVE SIGNED THIS AGREEMENT ON THIS DAY

_____ Date: _____
Participant Signature/Parent/Legal Guardian Signature

_____  **WISH**
Participant Name/Parent/Legal Guardian Name WEST INDOOR SPORT HUB

I HAVE HAD SUFFICIENT OPPURTUNITY TO READ AND GET EXPLAINED IN ANY CONFUSION FOR ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS I AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHT WHICH I OR MY HEIRS, NEXT OF KIN, ADMINISTRATOR, ASSIGNS, AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASES.

FOR OFFICIAL USE ONLY
WISH Registration No.:

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