

RELEASE OF LIABILITY: Indemnification Agreement and Covenant not to Sue

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by Escalade Rock Climbing Gym to climb at its facilities and /or participate in any program offered by Escalade Inc. I agree to the following waiver and release and I make the following representations.

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, including on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls and equipment, holds which may have become loose or damaged and freakish accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and / or the sport of climbing and I agree that said list in no way limits the extent or release of this release. **I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE RISK INVOLVED.**

I voluntarily agree to assume all risk of personal injury, including paralysis and death, that may occur while I am at the facility or participating in any event or program or while I am climbing anywhere at any time, whether or not I am under supervision of Escalade Indoor Climbing Gym Inc. personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend Escalade Indoor Climbing Gym Inc., its successors, assigns, officers, employees and wall designers and builders, hold manufacturers lessors and agents from all liability for any damage, injury, paralysis or death which may result. **This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Escalade Indoor Climbing Gym Inc. or the other parties released.**

I am in good health and have no physical limitation, which would affect my use of the facilities. I agree to pay attention to the state of any ropes, anchors and other equipment I may use, and to advise staff members if I do any damage or notice damage. I agree to read and abide by rules present and future rules posted in Facility I agree to comply with a specific request of or instruction to me by staff. I understand that indoor climbing is not the same as outdoor climbing which requires additional skills; and I agree to seek qualified instruction before attempting to climb outdoors.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. If under the age of 18, this release must be signed by the parent/guardian of the minor, and I agree to indemnify and hold harmless Escalade Indoor Climbing Gym Inc. and other released parties in the event a minor member of my family sues them or any one of them.

Climber's Name _____ Age _____ Cell Phone _____

Address _____ City _____ State _____ Zip code _____

Emergency Contact Name _____ Phone _____

I understand that this release is a contract. I expressly state that I have read, understand and am familiar with all provisions and that I sign it of my own free will.

Signature _____ Date _____

(Parent if under 18)

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR. I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent to agree to the terms and provisions set forth in this waiver of liability indemnification agreement and covenant not to sue.

EMAIL ADDRESS: _____ **For Membership Specials or Events**