

RELEASE OF LIABILITY



momentumclimbing.com
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NOTICE: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by Momentum LLC to climb at its facility and/or participate in any program offered by Momentum LLC Inc including its climbing school, I agree to the following waiver and release and make the following representations:

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

_____ (initial)

I voluntarily agree to assume all risk of personal injury, including paralysis or 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 under the supervision of Momentum LLC personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend Momentum LLC, its successors, assigns, officers, employees, and wall designers and builders, hold manufacturers, lessors and agents from all liability for any such 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 negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Momentum LLC or the other parties released.

_____ (initial)

I am in good health and have no physical limitations which would affect my safe 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 certify that I have read the posted rules, and I agree to abide by these rules and any future rules and including but not limited to always using a spotter when bouldering, and if staff makes a specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills: and agree to seek qualified instruction before attempting to climb outdoors.

_____ (initial)

In the event I suffer any injury whatsoever while at Momentum LLC, I agree to notify an employee of Momentum LLC immediately.

_____ (initial)

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 Momentum LLC and the other released parties in the event a minor member of my family sues them or any one of them.

_____ (initial)

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

_____ (initial)

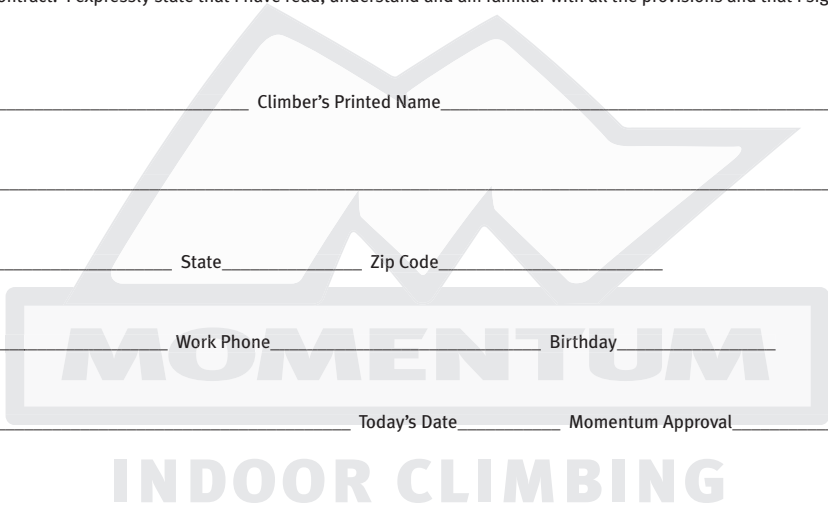
Climber's Signature _____ Climber's Printed Name _____

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Work Phone _____ Birthday _____

E-Mail _____ Today's Date _____ Momentum Approval _____



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 and agree to the terms and provisions set forth in this Release:

Signature of Parent or Guardian

Date