



**CLIMBER INFORMATION FOR MINOR LIABILITY RELEASE**

(See separate liability release form)

Climber's name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Today's Date: \_\_\_\_\_

Climbers Address \_\_\_\_\_

Street

City

Zip

Phone number (home) \_\_\_\_\_ (Work) \_\_\_\_\_

Email address \_\_\_\_\_ Employer/Occupation: \_\_\_\_\_

Emergency Contact's name \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency telephone: (daytime) \_\_\_\_\_ (evening) \_\_\_\_\_

How did you hear about Rockreation ?  Friend  School  Party  Print advertisement  
 TV ad  Direct mail  Billboard  Other \_\_\_\_\_

Briefly describe your prior climbing experience (years, type, places) \_\_\_\_\_

**How to Complete the  
ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

Due to the risks inherent in the sport of indoor climbing, all participants are required to have a completed Release of Liability form (on the reverse side of this page) on file with Rockreation before engaging in climbing at a Rockreation facility. Climbers under the age of 18 must sign and initial the form and have a parent or guardian sign and initial the form as well. We request that the climber and parent discuss the risks of participating in indoor climbing before completing the form. The following information is provided to assist you in properly completing this form. *Climbers without a properly completed form will not be allowed to climb at Rockreation.* Please do not alter the form in any way. Please call us at Rockreation if you have questions about completing the form.

1. Please read the form on the reverse side of this page in its entirety before signing and initialing the form.
2. All **climbers** must read and discuss the form with their parent or guardian before signing and initialing the form on the blanks provided. Sign the form on the "signature of climber" blank.
3. **Parent or guardian** must sign the form on the signature blank provided at the bottom of the form "Signature of parent or guardian of climber" and initial all blanks highlighted by bold arrows. If you, the parent or guardian, fail to sign and initial all required blanks the minor climber will not be allowed to climb.
4. Print legibly the name of the signer and the name of the climber on the blanks provided.
5. Date the form on the blank provided.

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

I represent that I am familiar with the sport of indoor rock climbing, and I understand that such *climbing involves many inherent and other risks*. I also know and accept that climbing or instruction at this facility is not intended to prepare me for the risks and hazards of outdoor climbing. I know that by participating in the sport of indoor rock climbing, I risk personal injury or death from many causes, including (but not limited to) the following:

- (a) slips, trips, or falls while using the facilities or equipment, climbing walls, bouldering areas, landing pit, floors, the work-out room, stairs, locker and shower facilities;
- (b) entanglement with ropes or other equipment;
- (c) failure to climb or belay safely or within my own ability;
- (d) misuse or failure of the facilities or equipment, loose or spinning climbing holds;
- (e) involvement in falls of other persons or their equipment, or involvement in falls in which I or my equipment strikes or becomes entangled with others; and
- (f) reliance upon inexperienced persons to belay me or otherwise assist me in the preparation, inspection or use of harnesses, ropes, knots and other equipment.

I know that *risks exist in all places and in all activities* conducted within this facility, including the use of climbing walls or other equipment, and participation in classes or activities sponsored by Rockreation\*. I also know that helmets, safety equipment, proficiency checks, supervision and enforcement of rules by Rockreation do not and cannot guarantee my safety. Therefore, **I FREELY ACCEPT AND FULLY ASSUME THE RISK THAT I CAN GET HURT**, not only in the ways described above, but also in ways that are unknown and unexpected, and even if I follow the instructions or advice of Rockreation employees.

\_\_\_\_\_ (initials)

**I choose to use Rockreation's climbing facilities and equipment in spite of the risk of injury or death, and in addition to the representations I have made above, I agree as follows:**

1. **I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS** that I or my heirs have or may have in the future against Rockreation for any loss, damage, expense, or injury, including death, suffered from or in connection with my use of these facilities or equipment, or participation in activities sponsored by Rockreation, due to any cause whatsoever, ***INCLUDING NEGLIGENCE ON THE PART OF ROCKREATION***;

\_\_\_\_\_ (initials)

2. **I HEREBY RELIEVE ROCKREATION FROM ANY DUTY TO PROTECT ME FROM HARM**, and agree that even if Rockreation chooses to implement safety procedures, such actions shall not alter the fact that Rockreation has no duty to protect me;

\_\_\_\_\_ (initials)

3. **I WILL HOLD HARMLESS AND INDEMNIFY ROCKREATION** for liability for property damage or personal injury, including death, to myself and any other person resulting from or arising in connection with my use of these facilities or equipment, or participation in activities sponsored by Rockreation;

\_\_\_\_\_ (initials)

4. **I HAVE READ AND UNDERSTAND** the foregoing Indoor Rock Climbing Acknowledgment of Risks and have discussed it with my parent(s) or guardian(s) and am voluntarily signing below. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I am acknowledging the risks to my child.

\_\_\_\_\_ (initials)

\_\_\_\_\_

I have read and understand this Agreement and intend that it be binding on me, my heirs, executors, administrators and assigns. By signing this Agreement, I intend to waive legal rights against Rockcreation on behalf of myself, my heirs, executors, administrators and assigns.

**PARENTS OR GUARDIANS OF CLIMBERS UNDER AGE 18, AND CLIMBER MUST SIGN THIS SECTION AND INITIAL ALL BLANKS ON PAGE ONE**

I am the parent or guardian of the minor named above. I hereby make and enter into each and every representation, waiver, release and indemnity described above on behalf of myself, the minor, and any other parent or guardian of the minor. I intend to give up my right, the minor's right, and the right of any other parent or guardian to maintain any claim or suit against Rockcreation arising out of the minor's use of Rockcreation's facilities or equipment, or participation in activities sponsored by Rockcreation. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify Rockcreation for all liability arising out of any lack of authority on my part to make such waivers and releases.

Signed this date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
Month Day Year

\_\_\_\_\_  
signature of parent or guardian of climber

\_\_\_\_\_  
please print parent or guardian's name clearly

\_\_\_\_\_  
signature of climber (all ages)

\_\_\_\_\_  
please print climber's name clearly (all ages)

**You can get hurt using these facilities and equipment. If you do not wish to accept the risk of injury or death, then you may return this release unsigned and receive a full refund.**

If you have a medical condition that may affect your ability to safely participate in this sport, please consult your physician before engaging in this activity.

\* As used herein, "Rockcreation" means all Rockcreation Sport Climbing Centers, their owners, operators, employees, volunteer assistants, agents and representatives, as well as designers, manufacturers and installers of all climbing walls and equipment. 10/02