

# ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR RISE UP CLIMBING LLC

PARTICIPANT'S NAME (please print): \_\_\_\_\_

IN CONSIDERATION of my being allowed to use the Rise Up Climbing LLC Climbing Wall ("Climbing Wall") and related training facilities, I the undersigned hereby agree to and acknowledge the following:

1. The risk of injury from the activities involved in using the Climbing Wall is significant, including the potential for permanent paralysis or death. This risk includes but is not limited to my falling off or from the Climbing Wall and hitting the floor, wall faces, people or any of the equipment used in climbing, whether permanently or temporarily in place; rope abrasion and entanglement; injuries resulting from falling climbers, dropped items or broken holds; failure of ropes, knots, belays, slings, harnesses, climbing holds, anchor points or any other part of the Climbing Wall.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, except those arising from the gross negligence of those persons released from liability below, and assume full responsibility for my participation; and,
3. I will comply with all rules and regulations. If I have any question, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Rise Up Climbing LLC Employee. I agree not to participate while under the influence of drugs or alcohol; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Rise Up Climbing LLC, its owners, affiliates, agents and employees, and their successors and assigns ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, except those arising from the gross negligence of the Releasees, to the fullest extent permitted by law.
5. I acknowledge that Rise Up Climbing LLC does not warrant or in any way guarantee the condition or functionality of any personal climbing equipment in use in the facility. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Rise Up Climbing LLC and Releasees for ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property resulting from the failure, misuse, or non-functionality of any personal equipment whether or not that equipment is owned or used by me.
6. I understand and acknowledge that wearing a protective helmet is recommended. If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.**

X \_\_\_\_\_ Birth Date: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

X \_\_\_\_\_ X \_\_\_\_\_  
PARENT'S SIGNATURE PARENT PRINT NAME

Participant's city, state and zip code: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## **FOR PARTICIPANTS OF MINORITY AGE** (UNDER AGE 18 AS OF THIS DATE)

This is to certify that I, as parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf of all other parents or guardians of this minor, I hereby accept the above assumption of risk, release, waiver of warranty, and waiver of liability as an inducement for allowing this minor to participate in and use Rise Up Climbing LLC facilities and activities, and do hereby consent and agree to the release and waiver for myself, this minor, my heirs, assigns, and next of kin. I hereby release and agree to indemnify and hold harmless Rise Up Climbing LLC from any and all liabilities incident to this minor's involvement or participation in any use of the Rise Up Climbing LLC climbing wall, equipment, or facility to the fullest extent permitted by law. I have discussed the inherent dangers of rock climbing with my child and fully understand the risks involved.

X \_\_\_\_\_ \_\_\_\_\_  
PARENT'S SIGNATURE EMERGENCY PHONE NUMBER(S)

### **Rise Up Climbing Use Only:**

Competency level: Waiver only: \_\_\_\_\_ Top rope: \_\_\_\_\_ Lead: \_\_\_\_\_

# Rise Up Climbing Gym Rules

1. All climbers must check in at the front desk before entering the facility.
2. No one is permitted to belay or tie themselves in until they pass the Rise Up Climbing safety check.
3. Only Rise Up Climbing employees may teach belaying or knot tying in the Rise Up facility.
4. Leading is not allowed until passing the Rise Up Climbing lead test.
5. Climbers must wear a helmet when climbing or bouldering unless they have signed the helmet waiver.
6. Children under 12 years of age must be accompanied and supervised by an adult.
7. Climbers under 16 years of age may not supervise climbers who have not passed the Rise Up Climbing safety check.
8. Climbers under 14 years of age may not belay or tie themselves in without special approval from Rise Up Climbing staff.
9. Do not belay directly off floor anchors; they are only for backup.
10. Barefoot climbing is not allowed.
11. All belayers must stand. Sitting or laying down while belaying is not allowed.
12. Those bouldering on the roped climbing wall must keep their feet within shoulder height of the ground and may not traverse under roped climbers.
13. Boulder top outs are only permitted on boulders designated for such activity and may only be attempted after passing the Rise Up Climbing top out boulder safety check.
14. Tightening, loosening, or moving holds is not allowed without authorization of a manager.
15. Please report loose holds, bad wear spots on ropes, and anything else you believe to be a safety hazard.
16. Only commercially manufactured personal climbing equipment in good condition is allowed.
17. Videotaping of any class, instruction, or group program is prohibited.

**I HAVE READ AND UNDERSTAND RISE UP CLIMBING'S GYM RULES.**

X \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

Date Signed: \_\_\_\_\_

X \_\_\_\_\_  
PARENT'S SIGNATURE

Date Signed: \_\_\_\_\_