

**CLIMBING WALL RELEASE/INDEMNIFICATION
OF ALL CLAIMS AND COVENANT NOT TO SUE**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your engaging in indoor rock climbing and your use of the Climbing Wall, now or any time in the future.

ACKNOWLEDGMENT OF RISK

I HEREBY ACKNOWLEDGE AND AGREE that the sport of indoor rock climbing and the use of the Climbing Wall (hereinafter referred to as the Climbing Wall) has **inherent risks**. I have full knowledge of the nature and extent of all the risks associated with indoor rock climbing and the use of the Climbing Wall, including but not limited to:

1. All manner of injury resulting from falling off the Climbing Wall and hitting rock faces and projections, whether permanently or temporarily in place, or the floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
3. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes or climbing hardware;
4. Cuts and abrasions resulting from skin contact with the Climbing Wall;
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Wall structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with indoor rock climbing and the use of the Climbing Wall and that the above list in no way limits the extent or coverage of this release and covenant not to sue.

RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my engaging in indoor rock climbing and my use of the Climbing Wall, I, _____, the undersigned user, agree that I and my heirs, distributees, guardians, legal representatives, and assigns will not make a claim against, sue, attach the property of, or prosecute J.H. Williamsons, Incorporated, dba Urban Krag (hereinafter referred to as "Urban Krag"), any of its officers, owners, partners, directors, members, shareholders, employees, or agents, (all the foregoing listed being hereinafter designated "releasees") for any injury, death, or property damage occurring to me as a result of my participation in indoor rock climbing and my use of the Climbing Wall with Urban Krag, whether caused by the negligence of Urban Krag or otherwise and whether my participation is supervised or unsupervised. In addition, I release and discharge Urban Krag and all of the other releasees from all actions, claims, or demands that I and my heirs, distributees, guardians, legal representatives, or assigns now or in the future may have for any injury, death, or property damage resulting from my participation in indoor rock climbing and my use of the Climbing Wall conducted by Urban Krag.

I agree for myself and my heirs, distributees, guardians, legal representatives, and assigns that in the event that any claim for personal injury, death, or property damage shall be prosecuted against Urban Krag, and/or any or all of the other releasees, I shall indemnify and save harmless Urban Krag and/or all of the other releasees from any and all such claims or causes of action by whomever made and wherever presented.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in indoor rock climbing and the use of the Climbing Wall and that I voluntarily assume the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while indoor rock climbing and using the Climbing Wall and that by this agreement, I am relieving Urban Krag of any and all liability for such loss, damage or death.

I further certify that I am in good health and that I have no physical limitations which would preclude my safe indoor rock climbing and use of the Climbing Wall.

I further certify that my date of birth is _____(month / day / year), that my present age is _____, and that I am therefore of lawful age (18 years of older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed at _____, this ___ day of _____, 20__.

Climbing Wall User's Signature

Climbing Wall's User's Name, printed Clearly

Witness' Signature

Witness Name, Printed Clearly

Parent / Guardian if user is under 18

Contract to Follow Climbing Wall Safety Policies

I, _____ (name of climber) accept full responsibility for my own safety and the safety of other climbers while indoor rock climbing in the Climbing Wall area. I agree to abide by, and to help enforce, the following climbing wall safety policies:

1. Once qualified, all climbers must obtain a user's card and present this with a photo ID to gain access to the Climbing Wall area.
2. All lead climbers must have a qualified user's card, and must be presented when asked for my staff of Urban Krag.
3. Climbers above the bouldering line must be roped and belayed. Belayers must be anchored. Roped Climbers and belayers must wear harnesses.
4. Lead climbers must use adequate protection to eliminate the possibility of a ground fall at all times.
5. No climbing hardware, of any kind, is allowed in the bouldering area.
6. Inform other climbers of any situation seen as unsafe or not in accordance with the Climbing Wall Safety Policies. All climbers are asked to assist and encourage less experienced climbers.
7. All accidents or equipment damage must be reported immediately, including loose holds.
8. Urban Krag reserves the right to withdraw the user card of any individual permanently or for a specified period of time for breach of contract in following the Climbing Wall Safety Policies, or any conduct that is viewed as unsafe or inappropriate.

In consideration of the use of Climbing Wall, I acknowledge that I have read and agree to abide by the Climbing Wall Safety Policies.

Climbing Wall User's Signature _____

Date _____ Wall User's # _____

Name Printed Clearly _____

Address _____

City _____ State _____ Zip Code _____

Phone _____