

# WAIVER FORM

## READ THOROUGHLY AND CAREFULLY BEFORE SIGNING

Participant risk acknowledgement, release, waiver of claim and assumption of risk for **Vertical Adventures** and use of the climbing wall.

In consideration of permission granted now or in the future by **Vertical Adventures** (The "Owner") to use the **Vertical Adventures** Climbing Wall (the "Climbing Wall") or participate in any of the activities associated with the same, I agree and acknowledge that:

1. I will abide by the rules and regulations imposed upon all participants in the use of the Climbing Wall, and I recognize that it is my sole responsibility to acquaint myself with them.
2. I am fully aware that there are risks and hazards inherent in the very nature of the use of the Climbing Wall. I have full knowledge of the nature and extent of these risks and that in using the Climbing Wall I may suffer personal injury, death or property loss. The particulars of these types of injuries include, but are not limited to:
  - a) Any injury resulting from falling and impacting against the Climbing Wall faces or the ground;
  - b) Rope abrasion, entanglement, and other injuries resulting from activities on the Climbing Wall face;
  - c) Cuts and abrasions resulting from skin contact with the Climbing Wall;
  - d) Injury which results from falling equipment or contact with other persons using the Climbing Wall.
  - e) Injury which results from failure of ropes, slings, harnesses, climbing hardware, anchor points, or any other part of the climbing structure;
3. I hereby release and forever discharge and hold harmless **Vertical Adventures**, its Directors, Officers, employees, volunteers, agents, and contractors (All hereinafter referred to as the "Releases") of and from any and all claims, demands, damages, proceedings, expenses, actions, or causes of action in law or in equity in respect to any death, injury, loss, or damage to myself or to my property howsoever caused and arising or to arise by my use of the Climbing Wall including, without limiting the generality of the foregoing, the negligence of the Releases.
4. I agree to indemnify and save harmless the Releases for any claim, including any claim for medical services arising from the use of the Climbing Wall.
5. I am aware of the nature and effect of this Release, Waiver of Claim and Assumption of Risk, my voluntary signature on this Release, Waiver of Claim and Assumption of Risk is binding upon myself, my heirs, my executors, administrators and assigns.
6. This Release and Waiver of Claim shall be binding upon me, my heirs, executors, administrators and assigns.
7. I am executing this Release and Waiver of Claim and Assumption of Risk freely and voluntarily without any compulsion on behalf of Vertical Adventure

Name of Participant: \_\_\_\_\_

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

Signature of Participant: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_  
(If participant is under 18 years of age)

Witness signature: \_\_\_\_\_