

Rock Climbing Waiver and Release of Liability

Notice: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by the New Vision Gymnastics and New Vision Training Center to use its Climbing Gym, and/or participate in any climbing program offered by New Vision Gymnastics and New Vision Training Center including, but not limited to, climbing lessons, training, birthday parties, rentals, special events, etc. I agree to the following waiver and release and I make these 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 or equipment, bad decision-making, misuse or failure of equipment, holds which may have become loose or damaged, and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, 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 RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.**

I voluntarily agree to assume all risks of personal injury, including paralysis and death, which may occur while I am in the Climbing Gym, or participating in any event, program, birthday party or training at any time, whether or not under supervision of New Vision Gymnastics or New Vision Training Center personnel. I hereby knowingly and intentionally waive and release any and all claims or causes of action which might arise from use of the Climbing Gym or participation, and agree to indemnify, hold harmless and defend New Vision Gymnastics or New Vision Training Center, its successors, assigns, officers, employees, volunteers, wall designers or builders, manufacturers, lessors and agents from all liability for any such damage, injury, paralysis or death which may result. This Waiver/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 New Vision Gymnastics and New Vision Training Center or the other parties released.

I am in good health and have not any known physical limitations, which affect my use of the Climbing Gym. I agree to pay attention to the state of the equipment I may use, and to advise staff members if I do any damage or notice damage or problems. I certify that I have read the posted rules, and accept responsibility for failure to abide by these rules. If New Vision Gymnastics or New Vision Training Center personnel make 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 I agree to seek qualified instruction before attempting to climb outdoors.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This waiver/release shall be effective and binding upon me and upon my assigns, heirs, representatives, guardians and administrators. If under the age of 18, this waiver/release is signed by a parent/guardian of the minor, and the undersigned waive any and all claims, and agree to indemnify and hold harmless New Vision Gymnastics and New Vision Training Center and its agents in the event of any injury to the undersigned or minor climber.

I understand that this waiver/release is a contract. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. I also agree to the follow the rules and etiquette listed on the second page of this document.

Climber Signature _____ Climber Name _____

Date _____ Phone _____ Date of Birth _____

Address _____ City/State/Zip _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR: I hereby represent that I am the parent/guardian of the minor whose name appears above. I am familiar with and consent and agree to the terms and provisions set forth in this waiver/release, on behalf of myself and said minor.

Signature of Parent/Guardian _____ Date _____