

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK

I HEREBY ACKNOWLEDGE AND AGREE that I am familiar with the sport of indoor rock climbing and am fully aware that such climbing involves many inherent risks, dangers, and hazards, including but not limited to personal injury or death resulting from slips, trips or falls while using the facilities or equipment, climbing walls, bouldering areas, landing pit, or floor below the climbing walls, the work-out room, stairs, abrasion from or entanglement with ropes or other equipment as well as failure to climb safely or within one's own ability; or misuse of the facilities or equipment; or failure of equipment; or injuries or death resulting from the fall of other persons or equipment who may come in contact with me or from any falls in which I or my equipment comes in contact with other persons. I am also aware that the risks, dangers and hazards referred to above exist in all aspect of climbing including the use of climbing walls, or other equipment at this facility Sticks and Stones as well as participation in classes or activities sponsored by Sticks and stones Mountaineering. I KNOW I CAN GET HURT USING THESE FACILITIES AND EQUIPMENT. I freely accept and fully assume all such risks and dangers and hazards and the possibility of personal injury, death, property damage or loss resulting there from. I also accept and acknowledge that climbing and or instruction at this facility is not intended to prepare me for the risks and hazards of outdoor climbing. Understanding and accepting these conditions, I choose to use Sticks and Stones Climbing facilities and equipment, and agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS that I have or may have in the future against Sticks and Stones Climbing Center, including their owners, operators, employees, volunteer assistants, agents and representatives, as well as the designers, manufacturers or installers of the facilities climbing walls or equipment of the Sticks and Stones Climbing Center, (all of whom are hereinafter collectively referred to as "Sticks and Stones"); _____~_(initial here)
2. TO RELEASE STICKS AND STONES MOUNTAINEERING from any and all liability for any loss, damage expense, or injury, including death; that I may suffer or that my next of kin may suffer as a result of my using the facilities or equipment of or participating in activities sponsored by Sticks and stones Sport Climbing Center, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF STICKS AND STONES MOUNTAINEERING _____(initial here)
3. TO HOLD HARMELSS AND INDEMNIFY STICKS AND STONES MOUNTAINEERING from any and all liability for any property damage or personal injury, including death, to any third party, as a result of my using the facilities or equipment of, or participating in activities sponsored by, Sticks and Stones Mountaineering; and _____ (initial here)
4. I am over the age of 18 and _____(initial here)
5. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I have read and understood this Agreement prior to signing it, and I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against Sticks and Stones Mountaineering.

Please check with your physician before engaging in this strenuous activity.

YOU CAN GET HURT USING THESE FACILITIES AND EQUIPMENT. IF YOU DO NOT WISH TO ACCEPT THE RISKS INHERENT IN THE SPORT OF CLIMBING, THEN DO NOT SIGN THIS RELEASE OR USE THESE FACILITIES.

Signature of User

Print name clearly

Date

E-Mail

SIGNATURE OF PARENT REQUIRED FOR ALL CLIMBERS UNDER AGE 18

I am the parent of legal guardian of the climber named above, I hereby make and enter into each and every waiver and release described above on behalf of myself, the child, and any other parent or guardian of the child. By these waivers and releases, I intend to give up my right, the child's right, and the right of any other parent or guardian of the child to asset or maintain any claim or suit against Sticks and Stones arising out of the child's using the facilities or equipment of, or participating in activities sponsored by, Sticks and Stones Climbing Facility. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THE WAIVERS AND RELEASES CONTAINED HEREIN, and I agree to indemnify and hold harmless Sticks and Stones for all liability arising our of any lack of authority on my part to make such waivers and releases.

Parent of Guardian Signature

Print name clearly