

NORTH SUMMIT CLIMBING GYM RELEASE AND WAIVER CONTRACT

North Summit Enterprises, Inc., does business under the name North Summit Climbing Gym and is also called the “Company” In this contract.

Please Print Clearly

Name: _____ Birth Date: _____
(Climber)

Address: _____

City: _____ State _____ Zip Code _____

Phone Number: (_____) _____

Please read this entire contract carefully. It contains important information.

ABOUT THE SPORT OF INDOOR ROCK CLIMBING

I understand that indoor rock climbing is a sport. With all sports there is a risk and danger that a person may be hurt or hurt themselves. I understand that indoor rock climbing is like this and that I may be hurt or hurt myself by participating in indoor rock climbing.

I understand that the sport of indoor rock climbing is not the same as the sport of outdoor rock climbing. Outdoor rock climbing requires additional skills and instruction that I cannot learn by indoor rock climbing. No matter how many times I do indoor rock climbing it does not give me the skills to do outdoor rock climbing. No matter how many times I am instructed how to do indoor rock climbing it does not take the place of getting instruction for outdoor rock climbing.

I understand that I will be using rock climbing equipment that includes harnesses, belay devices, carabiners, holds and ropes. I understand that no matter how much the rock climbing equipment and the gym are inspected, sometimes the equipment can break. If the equipment breaks I can be hurt.

I agree to pay attention to the condition of the ropes, harnesses, climbing walls and holds attached to the climbing walls. If I notice any problems with the condition of any of the equipment or the gym I agree to tell an employee immediately.

Also, I understand that there will be other people, including employees and volunteers, who may assist me during rock climbing activities. I understand that the other people assisting me may make a mistake that may result in me getting hurt. I understand that I may make a mistake that causes me to be hurt too.

I understand that if I am hurt I can suffer cuts, bruises, broken bones, head injuries, neck injuries, arm and leg injuries, paralysis and possibly death.

When a person gets hurt doing something the legal term for it is called “personal injury”.

I am in good physical condition. I do not know of any medical or health reasons why I cannot participate in indoor rock climbing.

RESPONSIBILITY IF YOU ARE HURT OR SOMETHING IS DAMAGED.

I agree to be responsible for any and all risks of damage to any property.

I agree to be responsible for any and all risks of personal injury.

The legal term for this responsibility is called “**assumption of risk.**” In this case it means that when I am doing indoor rock climbing I know there is a risk I could be hurt.

I agree that I will not file a lawsuit or hold North Summit Climbing Gym responsible in any way if:

- I am hurt when I am on the property of North Summit Climbing Gym.
- My property is damaged when I am on the property of North Summit Climbing Gym.
- I am hurt participating in indoor rock climbing at another place.
- I am hurt while participating in outdoor rock climbing.

The legal term for agreeing not to file a lawsuit or hold someone responsible is called “**release**”.

The **release** I am giving to North Summit Climbing Gym covers the owners of the Company and all of the Company’s:

- Officers and directors;
- Employees;
- Volunteers;
- Wall builders;
- Designers and manufacturers of the equipment;
- Owner of the land the Gym is located on;
- Insurance company; and
- Any other person acting for the Company

(All of the above are “released persons”)

The **release** I am giving applies even if I am hurt or my property is damaged because a person or company listed in this contract is negligent, which is a legal term that means the person or company was not careful when they were supposed to be.

The **release** I am giving also applies to my family, personal representatives, heirs and assigns. This is a legal phrase that means the release applies to people that the law gives the right to file a lawsuit because of something that happened to me.

IF YOU ARE UNDER 18 YEARS OF AGE OR ARE SIGNING FOR SOMEONE WHO IS UNDER 18 YEARS OF AGE.

If you are under 18 years of age this contract must be read and signed by your parent or the person that is responsible for you while you are at North Summit Climbing Gym.

The parent or responsible person signing this contract also agrees that everything stated about the person under 18 participating in indoor rock climbing is true to the best of his or her knowledge.

THIS THREE PAGE RELEASE IS A LEGALLY BINDING CONTRACT. BY SIGNING IT I AGREE THAT I HAVE READ IT, UNDERSTAND IT, OR I HAVE ASKED QUESTIONS ABOUT ITEMS I DID NOT UNDERSTAND AND THE QUESTIONS WERE ANSWERED SO I DO UNDERSTAND.

Signature of climber
PARENTS AND GUARDIANS OF CLIMBER UNDER THE AGE OF 18

I agree to the **release** and assume all of the same responsibilities and obligations in this contract whether or not I am present when the climber is on the Company's property.

I agree that I have read this entire three page contract.

Name: _____ Relation to Climber _____

Address: _____
Street City State Zip

Signature

Date

Rev'd 1/23/2005