

# ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Recv'd. by: \_\_\_\_\_

Entered by: \_\_\_\_\_

## **PARTICIPANT INFORMATION REQUIRED**

**Name:** \_\_\_\_\_ (PLEASE PRINT CLEARLY)

**Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Today's Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Address:** \_\_\_\_\_

Street

City

State

Zip

**Email Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ (cell) \_\_\_\_\_ (home) \_\_\_\_\_ (Work)

**Emergency Contact's Name:** \_\_\_\_\_

**Emergency Telephone:** \_\_\_\_\_ (daytime) \_\_\_\_\_ (evening)

**HOW DID YOU HEAR ABOUT BRIDGES?** \_\_\_\_\_

**Briefly describe your prior climbing experience (years, type, places)**

## **ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

I am familiar with the sports of indoor rock climbing and slacklining, and I understand that such ***climbing and slacklining are inherently dangerous***. I also know and accept that climbing or instruction at Bridges Rock Gym or any other Interior Elevation, LLC\* facility is not intended to prepare me for the risks and hazards of outdoor climbing. I know that by participating in the sports of indoor rock climbing and slacklining, I risk personal injury or death from many causes, foreseeable and unforeseeable. I know that ***inherent risks exist in all places and in all activities*** conducted within this facility, including the use of climbing walls or other equipment, and participation in yoga, fitness classes or activities sponsored by Bridges Rock Gym and Interior Elevation, LLC. **I understand that climbing holds can and do spin, break, or otherwise fail, which may result in unexpected ground-fall. I understand that as a result of climbing hold, hardware or gear failure I may be struck by falling climbers or other objects.** I also know that helmets, safety equipment, proficiency checks, supervision and enforcement of rules by Bridges Rock Gym do not and cannot guarantee my safety. Therefore, **I KNOWINGLY ACCEPT AND FULLY ASSUME THE RISK THAT I CAN GET HURT OR DIE**, not only in the ways anticipated by participating in the activities of this facility, but also in ways that are unknown and unexpected, even if I follow the instructions or advice of Bridges Rock Gym employees.

**I choose to use Bridges Rock Gym and Interior Elevation, LLC's climbing and slacklining facilities and equipment in spite of the risk of injury or death. In addition to the representations I have made above, I agree as follows:**

1. **I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS** that I or my heirs have or may have in the future against Bridges Rock Gym and Interior Elevation, LLC for any loss, damage, expense, or injury, including death, suffered from or in connection with my use of these facilities or equipment, or participation in activities sponsored by Bridges Rock Gym and Interior Elevation, LLC, due to any cause whatsoever, ***INCLUDING NEGLIGENCE ON THE PART OF BRIDGES ROCK GYM AND INTERIOR ELEVATION, LLC;***

2. **I HEREBY RELIEVE BRIDGES ROCK GYM AND INTERIOR ELEVATION, LLC FROM ANY DUTY TO PROTECT ME FROM HARM**, and agree that even if Bridges Rock Gym and Interior Elevation, LLC chooses to implement safety procedures, such actions shall not alter the fact that Bridges Rock Gym and Interior Elevation, LLC has no duty to protect me;

*(continued on reverse)*

**3. I WILL HOLD HARMLESS AND INDEMNIFY BRIDGES ROCK GYM AND INTERIOR ELEVATION, LLC** for liability for property damage or personal injury, including death, to myself and any other person resulting from or arising in connection with my use of these facilities or equipment, or participation in activities sponsored by Bridges Rock Gym and Interior Elevation, LLC;

**4. I HAVE READ AND UNDERSTAND** the foregoing Indoor Rock Climbing Acknowledgment of Risks. If I am a minor, I have discussed it with my parent(s) or guardian(s) and am voluntarily signing below. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I am acknowledging the risks to my child.

**5. I AM AWARE OF AND SPECIFICALLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542**, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." **I AM AWARE OF AND SPECIFICALLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1714**, which states (in pertinent part) as follows: "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person ..."

***SIGNATURE***

I have read and understand this Agreement and consent that it be binding on me, my heirs, executors, administrators and assigns. By signing this Agreement, I intend to waive legal rights against Bridges Rock Gym and Interior Elevation, LLC on behalf of myself, my heirs, executors, administrators and assigns.

PARTICIPANT'S PRINTED NAME: [REDACTED]

PARTICIPANT'S SIGNATURE: [REDACTED] DATE: [REDACTED] / [REDACTED] / [REDACTED]

Please consult your physician before engaging in any activities at this facility if you have a medical condition that may affect your ability to safely participate.

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**PARENT'S / GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
**PARENTS OR GUARDIANS OF CLIMBERS UNDER AGE 18, AND CLIMBER MUST SIGN TSECTION AND INITIAL ALL BLANKS PROVIDED ABOVE**

I am the parent or guardian of the minor named above. I hereby make and enter into each and every representation, waiver, release and indemnity described above on behalf of myself, the minor, and any other parent or guardian of the minor. I intend to give up my right, the minor's right, and the right of any other parent or guardian to maintain any claim or suit against Bridges Rock Gym and Interior Elevation, LLC arising out of the minor's use of Bridges Rock Gym and Interior Elevation, LLC's facilities or equipment, or participation in activities sponsored by Bridges Rock Gym and Interior Elevation, LLC. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify Bridges Rock Gym and Interior Elevation, LLC for all liability arising out of any lack of authority on my part to make such waivers and releases.

PARENT'S / GUARDIAN'S PRINTED NAME: [REDACTED]

PARENT'S / GUARDIAN'S SIGNATURE: [REDACTED] DATE: [REDACTED] / [REDACTED] / [REDACTED]

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\* As used herein, "Bridges Rock Gym" OR "Bridges Rock Gym and Interior Elevation, LLC" means all Bridges Rock Gym and Interior Elevation, LLC Sport Climbing Centers, their owners, operators, employees, volunteer assistants, agents and representatives, as well as designers, manufacturers and installers of all climbing walls and equipment. 1/2010