

RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

*This is a non-alterable document

NOTICE: **This is a legally binding agreement.** By signing this agreement, you contractually agree to never bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of On The Edge Rock Climbing Gym, Inc.

ACKNOWLEDGEMENT OF RISK

In consideration of being allowed to participate in any way in the activities at On The Edge Rock Climbing Gym, Inc., its related events and activities, I _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in the sport of rock climbing is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the rules and safety policies for participation at On The Edge Rock Climbing Gym, Inc. If, however, I observe any breach of the rules and safety policies or unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of On The Edge Rock Climbing Gym, Inc. immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives, executors, administrators, assigns, and next of kin, HEREBY DO RELEASE, INDEMNIFY, AND HOLD HARMLESS On The Edge Rock Climbing Gym, Inc. a Florida Corporation, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activities (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

In addition, I understand that wearing a helmet while climbing at On The Edge Rock Climbing Gym is recommended, if I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result of not wearing a helmet.

I further certify that I am in good health and that I have no physical limitations, which would preclude my safe use of the facilities.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participants Signature Age: _____ Date: _____

Participants Name: _____ Address _____

City _____ State _____ Zip _____ Phone: _____ DOB _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian signature Date _____ Emergency Phone# _____

ID Number
First
Last,