

Milton Rock Gym, Inc. Assumption of Risk, Release, and Waiver

We do no sell or release customer information

Name (please print) _____ Date of Birth ____/____/____

Emergency Contact Number (____)____-____ How did you hear about Milton Rock Gym, Inc.? _____

MILTON ROCK GYM, INC. USE ONLY: Competency level: _____ Waiver only: _____ Toprope: _____ Lead: _____			
Date Tested: ____/____/____	Tested by (print name): _____		

PARTICIPANT/RELEASOR'S NAME (please print) _____ ("Releasor")

RELEASEES: Milton Rock Gym, Inc., its shareholders, directors, affiliates, agents and employees, and their successors and assigns, ("Milton Rock Gym").

I, Releasor, am aware that the sport of climbing, the use of a climbing wall, and the use of climbing equipment pose potential serious risks of injury or death to participants. I am aware of the intrinsic dangers of the sport of climbing and related activities. I understand that I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that climbing equipment (including but not limited to the Climbing Wall, ropes, belays and auto-belays), may break without warning.

I hereby acknowledge and accept notice of the intrinsic dangers of the sport of climbing and related activities, and those dangers or conditions that are an integral part of climbing activities, including but not limited to the possibility of another participant acting in a negligent manner that may contribute to injury to the participant, me or others, such as failing to maintain control over climbing equipment, or other climbers, or not acting within a participant's ability.

I acknowledge that this waiver shall remain valid unless expressly revoked by the participant, or parent or guardian of a minor, in writing, with receipt acknowledged by Milton Rock Gym, Inc.

With the knowledge of the foregoing and as an inducement for and in consideration of being permitted to use the Milton Rock Gym, Inc. climbing wall ("Climbing Wall") and related facilities, operated by Milton Rock Gym, Inc., I do for myself, my spouse, my heirs, executors, administrators and assigns hereby agree to and acknowledge each of the following.

(Initial below each paragraph)

1. The RISK OF INJURY from the activities involved in my use of Milton Rock Gym, Inc. facilities, the Climbing Wall and my participation in related activities is significant, including the potential for permanent paralysis or death. I understand that climbing and the use of a Climbing Wall and related equipment by its very nature is an inherently dangerous activity and includes risk. This risk includes, but is not limited to, my falling off or from the Climbing Wall and hitting the floor, damaged wall faces, injuries caused by people, or any of the equipment used in climbing, whether permanently or temporarily in place; rope stress, abrasion and entanglement, injuries resulting from falling climbers, dropped items or broken holds; failure of ropes, knots, belays, auto-belays, slings, harnesses, climbing holds, anchor points or any other part of the Climbing Wall.

(Initial)

2. I KNOWINGLY AND FREELY ACKNOWLEDGE AND ASSUME ALL SUCH RISKS, including but not limited to the risk of bodily injury, death or property damage, both known and unknown, except those arising from the gross negligence of those persons released from liability below, and I assume full responsibility for my participation and use of Milton Rock Gym, Inc. facilities.

(Initial)

3. I AGREE TO COMPLY with all rules and regulations promulgated by Milton Rock Gym, Inc. If I have any questions, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Milton Rock Gym, Inc. employee. I agree not to participate while under the influence of drugs or alcohol.

(Initial)

4. I, RELEASE, for myself, my spouse, my heirs, assigns, personal representatives and next of kin, DO HEREBY FOREVER DISCHARGE, RELEASE, INDEMNIFY AND HOLD HARMLESS Milton Rock Gym, Inc. of and from any and all claims, demands, damages, losses, actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, penalties, costs, attorney fees and other related expenses, whatever kind or nature, whatsoever at law or in equity, whether present, future, known or unknown, foreseen or unforeseen (including, but not limited to, claims for personal injury, death, disability, and property damage), relating to, arising out of or regarding or as a result of the use of the Milton Rock Gym, Inc. Climbing Wall, equipment, location or facilities, or any activity sponsored by Milton Rock Gym, Inc. regardless of whether the act or omission complained of was caused in whole or in part by the negligence, in any form, of Milton Rock Gym, Inc. to the fullest extent permitted by law.

(Initial)

5. I FURTHER RELEASE Milton Rock Gym, Inc. from any claim whatsoever on account of first aid, treatment or service rendered me during my participation in the use of the Climbing Wall, equipment and related facilities.

(Initial)

6. I FURTHER ACKNOWLEDGE that the equipment used in the sport of climbing is subject to unforeseen stress and damage which may cause it to break or become dysfunctional without warning and in that regard I understand that Milton Rock Gym, Inc. makes no general, expressed or implied warranty of any kind regarding its climbing equipment, including but not limited to the Climbing Wall, auto-belays, and holds, and I accept the use of its equipment in its "as is" condition

and without warranty.

(Initial)

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THE TERMS ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY AS MY OWN FREE ACT WITHOUT INDUCEMENT. IF ONE OR MORE PORTIONS OF THE WAIVER ARE FOUND UNENFORCEABLE, THE REMAINDER OF THE WAIVER SHALL REMAIN ENFORCEABLE.

PARTICIPANT/RELEASOR'S NAME (Please Print): _____

PARTICIPANT/PARENT/GUARDIAN'S SIGNATURE: _____

DATE SIGNED: ____/____/____

PARTICIPANT'S ADDRESS AND PHONE #: _____

FOR PARTICIPANTS OF MINORITY AGE

(Must be completed for participants under the age of 18 as of this date)

This is to certify that I, a parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I hereby accept the above assumption of risk, release, waiver of warranty, and waiver of liability as an inducement for allowing my child, or this minor, to participate and use Milton Rock Gym, Inc. facilities and activities, and do hereby consent and agree to the release and waiver, for myself, my minor child/ward, my heirs, assigns, and next of kin, I hereby release and agree to indemnify and hold harmless Milton Rock Gym, Inc. from any and all liabilities incident to my minor child/ward's involvement or participation in any use of the Milton Rock Gym, Inc. Climbing Wall, equipment or facility as provided above to the fullest extent permitted by law.

X _____
PARENT/GUARDIAN'S SIGNATURE

X _____
PRINT NAME

MILTON ROCK GYM, INC. RULES

1. All climbers must check in at the front desk. Members must sign in.
2. No one is permitted to belay or tie themselves in until they pass the Milton Rock Gym safety check.
3. Only Milton Rock Gym employees are allowed to teach belaying and knot craft.
4. Leading is not allowed until passing the Milton Rock Gym lead test.
5. Children under 12 years old must be accompanied and supervised by an adult.
6. Climbers under 15 years old may not supervise climbers who have not passed the Milton Rock Gym safety test.
7. Do not belay off floor anchors; they are only for backup.
8. Leading is allowed on ropes authorized by Milton Rock Gym staff only.
9. Belayers must stand while belaying.
10. No barefoot climbing.
11. Climbers climbing without a rope must keep their feet within shoulder height of the ground.
12. Report loose holds, worn ropes, and anything else you believe to be a safety hazard to a Milton Rock Gym employee.
13. Minimum age for belaying is 8 years old
14. Only commercially manufactured climbing equipment in good condition is permitted.

I have read and understand the above rules. _____ **(Initial)**