



Beach City Rocks, LLC.

South Bay's Indoor Rock Climbing Gym

Party Liability Form

All participants must be accompanied by a Beach City Rocks instructor during their below listed use of the Beach City Rocks Gym (hereafter referred to as BCR). This waiver is only valid for a supervised Group/Party Use of BCR. Return visits as an individual will require completion of the overall Release, Acknowledgment of Risk, Waiver of Liability, and Indemnification Agreement. **This agreement is legally binding.** If any aspect of this agreement requires clarification, have a BCR employee fully explain, before signing. In signing this document, you are waiving the right to bring a court action to recover compensation or obtain any other remedy for any personal injuries, damage to property, accident of any kind arising out of use, **supervised or unsupervised**, of the BCR facilities, climbing walls, equipment, participation in classes, or activities sponsored by BCR.

I hereby, agree **to release, indemnify and hold harmless** the landlord of BCR, any persons who have designed, manufactured, or installed the facilities, climbing walls, or equipment at BCR. I **agree to release, indemnify and hold harmless** all persons at BCR; officers, agents, employees, volunteer assistants, other climbers, visitors, or persons who may be present, from any cause of action claims, or demands whatsoever. This agreement is binding even if the released persons have contributed to injuries through their individual or collective negligence. This agreement is binding on heirs, my next of kin, assigns, agents, personal representatives and me.

Rock climbing, as a sport, has **inherent risks**. There is an assumed risk of injury in rock climbing; this also applies to the controlled environment of BCR. I hereby acknowledge and agree that the sport of rock climbing and the use of BCR's facilities, equipment, climbing walls, taking of classes, and/or participation in activities sponsored by BCR has inherent risks. Risks include, but are not limited to: injuries resulting from patrons' negligent misuse of the facilities, climbing walls or equipment; cuts and abrasions resulting from ropes or skin contact with the climbing wall; failure of the facilities, climbing walls, or equipment of BCR; slips, trips, falls, or other, in using the facilities, walls, or equipment of BCR; personal health problems, physical conditions, or other personal areas of concern; individual or collective negligence of the owners, employees, or volunteer assistants, other climbers, visitors, or persons who may be present acting in an individual capacity; negligence or lack of adequate training of any person(s) who seek to assist with medical or other help.

I have been warned and am aware of these and numerous other inherent risks in using the Beach City Rock Gym facilities, climbing walls, and equipment. I fully and voluntarily **assume complete responsibility** for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. In consideration of using Beach City Rocks Gym, I, the undersigned, **agree to release all from liability, discharge, and promise not to sue.** I also agree that if I, my child, or someone on the climbers behalf, asserts(s) a claim or file(s) a suit against Beach City Rocks Gym, I will pay all costs and attorney's fees incurred by Beach City Rocks Gym in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that Beach City Rocks Gym is not responsible for the injury or loss.

My signature below indicates I have read and understand the above.

Climbers Name _____ Climber's Signature _____

Climbers Address: _____

City _____ State _____ Zip _____

Date: _____ Participant Date of Birth: _____

If participant is under eighteen years of age a parent or guardian release is required. I understand this waiver authorizes the above named youth to participate in activities at BCR, possibly without my presence at the facility. I understand BCR has several regulations that affect youth participant use during group use activities and during regular public hours. I am the parent or guardian of the minor and I am signing this release on behalf of the above minor.

Printed Parents / Guardian Name: _____ Signature _____