

BEACH CITY ROCKS GYM: RELEASE OF LIABILITY

Waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement

WARNING: This agreement is legally binding. If any aspect of this agreement requires clarification, have a Beach City, LLC. (hereinafter referred to as "BCR" and "BCR's"), 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, or for your death, arising out of your use of the BCR facilities, climbing walls, equipment, participation in classes, or activities sponsored by BCR whether that use is supervised or unsupervised. I hereby, agree to **release, indemnify and hold harmless** Beach City Rocks LLC, St. Paul Properties, (the landlord of BCR), any persons who have designed, manufactured, or installed the facilities, climbing walls, or equipment at BCR. 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 my injuries through their individual or collective negligence. This agreement is binding on me, my heirs, next of kin, assigns, and personal representatives. There is an assumed risk of injury rock climbing; this also applies to the controlled environment of BCR. I hereby acknowledge and agree the sport of rock climbing and the use of BCR has inherent risks. Those risks include, but are not limited to: All manner of injury or death resulting from: Negligent misuse of the facilities, climbing walls, or equipment of BCR. Including, but not limited to, injuries incurred while using the climbing walls, the safety zone surrounding the climbing walls, the work-out equipment, the stairs, the locker area, restrooms, and the retail area. Also including ropes, holds, harnesses, climbing hardware, autobelays, anchor points, or any part of the climbing wall structure. Falling off and/or impacting against climbing walls, and projections (permanently or temporarily in place) and floor. rope abrasion, entanglement and other activities on or near the climbing walls, including, but not limited to, climbing, belaying, rappelling, lowering on rope, and any other rope techniques. Cuts and abrasions resulting from skin contact with climbing wall. Failure of the facilities, climbing walls, or equipment of BCR, including but not limited to, injuries incurred while using the climbing walls, the safety zone surrounding the climbing walls, the work-out equipment, the stairs, the locker area, restrooms, and the retail area. Also including ropes, holds, harnesses, climbing hardware, autobelays, anchor points, or any part of the climbing wall structure. Slips, trips, falls, or other, in using the facilities, walls, or equipment of BCR. Including, but not limited to, injuries incurred while using the climbing walls, the safety zone surrounding the climbing walls, the work-out equipment, the stairs, the locker area, restrooms, and the retail area. Also including ropes, holds, harnesses, climbing hardware, autobelays, anchor points, or any part of the climbing wall structure. Personal health problems, physical conditions, or other personal areas of concern. Including, but not limited to, non-sufficient health, physical condition, heart, back, muscular, or obesity conditions. Negligence of the owners, employees, or volunteer assistants of BCR. Negligence of other climbers, visitors, or persons who may be present at BCR. Negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after injuries have occurred. **WARNING:** This agreement is legally binding and the information herein is admissible as evidence supporting BCR's thoroughness in informing and making safety awareness to all clients. By signing this document you are demonstrating the ability to be solely responsible for any loss or damage. 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. Helmets are available free of charge to all clients for use while utilizing Beach City Rocks indoor climbing walls.

Do not sign any section until you are competent in the skill and are confident of your abilities in that skill.

I, the undersigned, have been warned and am aware of these and numerous other inherent risks in using the BCR 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. I, the undersigned, agree **to release, indemnify and hold harmless** all from **liability**, and **promise not to sue**.

Initials _____

I, the undersigned, acknowledge I have read and will obey the regulations outlined in the BCR's Rules and Regulations signs. Including but not limited to, getting checked off by BCR employees before belaying, climb safely and directly under the autobelays, and when bouldering putting pads directly under my falling point in case of falls.

Initials _____

I, the undersigned, have demonstrated and take sole responsibility for the ability to correctly use a climbing harness, properly secure a locking carabiner, and use the auto belays both properly and as intended to prevent any possible accident, injury, loss or damage. Even though BCR performs all necessary maintenance checks on the autobelays, there is a chance of mechanical failure.

Initials _____

I, the undersigned, have demonstrated and take sole responsibility for the ability to correctly tie in the climbing rope using a figure 8 knot as per BCR's specifications, to properly secure myself to the system for my safety and the safety of others, and to prevent any possible accident, injury, loss or damage.

Initials _____

I, the undersigned, have demonstrated and take sole responsibility for the ability to correctly belay and lower off an individual, securing the rope and using a belay device as per BCR's specifications to prevent any possible accident, injury, loss or damage.

Initials _____

I, the undersigned, have read and initialed all of these statements certifying I am taking sole responsibility for my skills and actions. I have full knowledge of the nature and extent of the inherent risks in using the BCR facilities, climbing walls, equipment, participation in classes, or activities sponsored by BCR. I have initialed these with the knowledge that BCR has taken careful and extensive measures to prevent accidents, injuries, losses, damages, and that there are numerous other skills and inherent risks than those listed above. I acknowledge I have competence in the basic skills necessary to use the facilities and I am relieving BCR of any and all liability for injuries, damages, or losses to myself, other persons, or BCR. I have read this agreement thoroughly and agree to the terms, **no oral representations or statements or inducements have been made to me that change, alter, or modify anything within the written agreement.**

Climber Name _____ Address _____

City _____ State _____ Zip _____ Birthdate of Climber _____ Phone _____ Email _____

Signature _____ Dated _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF A MINOR.

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.

Print Parent/ Guardian Name _____ Signature _____ Dated _____