

RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

*This is a non-alterable document

Part 1. Release/Indemnification of all claims

And covenant not to sue

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 X-treme: The Rock Climbing Center of Miami, Inc.

ACKNOWLEDGEMENT OF RISK

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the facilities of X-treme: The Rock Climbing Center of Miami, Inc., a Florida Corporation (herein referred to as the Gym), its climbing walls and other training facilities, has risks known and unknown. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Gym, including but not limited to:

- 1. All manner of injury resulting from falling off the climbing wall and hitting rock faces and projections, whether permanently or temporarily in place, or on the floor.**
- 2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;**
- 3. Injuries resulting from falling climbers or propped items, such as, but not limited to, ropes or climbing hardware;**
- 4. Cuts and abrasions resulting from skin contact with the climbing wall;**
- 5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall structure.**

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Gym and that the above list in no way limit the extent or reach of this release and covenant not to sue.

RELEASE/ INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my use of the Gym, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE X-treme: The Rock Climbing Center of Miami, Inc. a Florida Corporation, its officers, agents, and employees (the Releasees) from any cause of action, claims or demands of any nature whatsoever, including, but not limited to a claim of NEGLIGENCE of X-treme: The Rock Climbing Center of Miami, Inc., its officers, agents, and employees.

In consideration of my use of the Gym, I agree to INDEMNIFY AND HOLD HARMLESS X-treme: The Rock Climbing Center of Miami, Inc., its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way relating to my use of the Gym, to the fullest extent permitted by law.

I hereby certify that I have full knowledge of the nature and extent of the risks both known and unknown. I understand that I will be solely responsible for any loss or damage including death, I sustain while using the Gym and that by this agreement, I am relieving X-treme: The Rock climbing Center of Miami, Inc., of any and all liability for such loss, damage or death

In addition, I understand that wearing a helmet while climbing at the 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.

Participants Signature Age: _____ Date: _____

Participants Name: _____ Address _____

City _____ State _____ Zip _____ Phone: _____ DOB _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

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# _____