



OFFICE USE ONLY

Date:
TR BC:
Lead BC:
Device:

ASSUMPTION OF RISK
RELEASE AND WAIVER OF LIABILITY
INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS YOU ARE WAIVING YOUR
LEGAL RIGHTS AND YOU GIVE UP THE RIGHT TO SUE**

IN CONSIDERATION of allowing me to participate in the program, related events and activities of the CLIMBING at Vertical Reality, Inc.

I WARRANT TO YOU THAT:

1. I am familiar with the risk of serious injury and death which any participant in this program must assume.
2. I believe that I am physically, emotionally and mentally able to participate in this program and that my equipment is mechanically fit for my use in this program, and
3. I understand that all applicable rules for participation must be followed and that at all times sole responsibility for personal safety remains with me, and
4. I will immediately remove myself from participation and notify the nearest official if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the program.

I UNDERSTAND AND AGREE on behalf of myself, my heirs, assigns, personal representatives and next of kin that my participation in this program and execution of this document constitutes:

1. An unqualified ASSUMPTION OF ALL RISKS associated with participation in this program by me even if arising from the negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein, and

2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the program organizer and all persons and organization associated with it and the program including without limiting the generality of the forgoing its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the program sanctioning bodies, medical or rescue personnel (the RELEASEES) of from and with respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, gross negligence, or negligent rescue of or by the forgoing and otherwise, and
3. AN UNDERTAKING NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising and whether directly or indirectly from my participation in the program.
4. AN AGREEMENT TO INDEMNITY and to SAVE and HOLD HARMLESS THE RELEASEES and each of them from any litigation expenses, legal fees, liability, damage, award or cost of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise arising from my participation in the program.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS PROGRAM.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of participant

Printed name of participant

Date of birth

Phone number

Full address

Date

Signature of witness

Printed name of witness