

Wall Crawler Rock Club
1522 Dekalb Ave. #2
Atlanta, Georgia 30307



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wallcrawlerrock.com

In Consideration of the services of Wall Crawler Rock Club , their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf(hereinafter collectively referred to as "WC"), I hereby agree to release , indemnify, and discharge WC, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risk that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing essential qualities of the activity.

The risk include, among other things: falling off the wall; loose and/or damaged artificial holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users: abrasions from the wall, ropes, pads, or the floor equipment failure, belay and or belayer failure: climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

Furthermore, WC employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risk existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risk.

3. I hereby voluntary release, forever discharge, and agree to indemnify and hold harmless WC from any and all Claims, demands, or cause of action, which are in any way connected with my participation in this activity or my use of WC's equipment or facilities, including any such claims which allege negligent acts or omissions of WC.

4. Should WC or anyone acting on their behalf, be required to incur an attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event That I file a lawsuit against WC, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I hereby grant WallCrawler Rock Club the right and permission to publish my photographic image for any purpose relating to WC and its programs including but not limited to promotional, public relations publications or the WC website. WC may use my photograph without further permission from me and without compensation.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Printed Name _____ Date _____

Phone _____ Emergency contact _____

Address _____

Date of Birth _____ Signature of participant _____

Parent's or Guardian's additional indemnification (Must be completed for participants under the age of 18)

In consideration of

_____ (print minor's name or names) ("Minor") being permitted by WC to participate in its activities and to use its facilities, I further agree to indemnify and hold harmless WC from any and all Claims which are brought by, Or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____