



OFF *The* WALL SPORTS

1423 Chase Court Carmel, IN 46032 - (317) 580-5900 FAX: (317) 580-5905

www.offthewallsports.net

Rock Climber Registration Form

Climber Information:

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Gender _____ Date of Birth _____

Home Phone _____

Fax _____ Email _____

RELEASE, WAIVER OF LIABILITY, ASSUPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of receiving from OFF THE WALL SPORTS, LLC permission to enter upon the premises of this rock climbing facility, the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate, as either a climber, belayer, instructor, repeller, spectator, child, spouse, parent or in any other capacity, in any climbing, as either a climber, belayer, instructor, repeller, spectator, participant in any event held at these premises, the undersigned hereby releases OFF THE WALL SPORTS, LLC, (the Releasees), its officers, directors, agents, servants, employees and licensees and any licensed promoter, and their agents, officers, servants, and employees, of and from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including paralysis and death, that may be sustained by any or each of the undersigned, or any property of any of each of the undersigned while in, on, or upon these premises, or any premises leased to, owned by, sanctioned by, or under the control or supervision of Off The Wall Sports, LLC, or en route to or from these premises owned, leased to or under the control or supervision of OFF THE WALL SPORTS, LLC **which release includes the negligence acts of omission or commission of said entities and their officers, directors, agents, servants, employees and licensees. Each of the undersigned being duly aware of the risks and hazards inherent upon entering said premises and/or in participating in or watching rock climbing, any of the events, or other activities held at said premises, hereby elects voluntarily to enter upon said premises. Each of the undersigned hereby voluntarily assumes all risks of loss, damage or injury, including paralysis or death, that may be sustained by any or each of the undersigned, or any property of any of each of the undersigned while in, on or upon the premises including but not limited to any loss, damage or injury caused as a result of or by the negligence of Off The Wall Sports, LLC and their officers, directors, agents, servants, employees and licensees.**

The undersigned hereby agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the event(s) whether caused by the negligence of the releasees, their officers, directors, agents, servants, employees and licensees including but not limited to attorney's fees, expert witness fees, costs and other expenses. This release shall be binding upon the distributes, heirs, next of kin, executors, administrators, personal representatives, power of attorneys, health care representatives, and guardians of each of the undersigned.

CAUTION: READ BEFORE SIGNING. THIS RELEASE WAIVES VALUABLE LEGAL RIGHTS WHICH YOU MAY HAVE. READ IT THOROUGHLY BEFORE SIGNING IT. BY SIGNING IT, YOU ACKNOWLEDGE YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE WAIVER OF LEGAL RIGHTS YOU MAY HAVE.

I have read this release, waiver of liability, assumption of risk and indemnity agreement, fully understand its terms and conditions, understand that I have given up substantial legal rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, absolute and unconditional release of all liability to the greatest extent allowed by law.

Age: _____ Participant Name Printed _____ Date: _____, 20 _____

Signature Required _____

Parent name printed (for minor): _____