

# Vertical Hold Climbing Gym Release of Liability and Assumption of Risk



Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address			
City	State	Postal	Country
Home Phone	Work Phone	Cell Phone	
Email Address	Can we email		
Emergency Contact	Emergency Phone		

**If you are under 18 years of age you must have the signature of a parent or legal guardian to complete this document.**

I, the undersigned individual, in consideration of being allowed to use the facilities of Vertical Hold Sport Climbing Center Inc (Vertical Hold) at 9580 Distribution Ave in San Diego, CA, hereby acknowledge and agree to the following

## **1) Assumption and acknowledgement of risk:**

I acknowledge, accept and agree that the sport of climbing and the use of the facilities, and participation in activities at Vertical Hold Sport Climbing Center, involves inherent risk. I have received full information regarding the facilities of Vertical Hold and been given the opportunity to ask any questions that I wished. I accept that no amount of care, instruction, expertise or caution can completely eliminate the risks associated with climbing and the use of Vertical Hold facilities. I have had the opportunity to examine the climbing walls at Vertical Hold and have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the facilities including, but not limited to: A) injury from falling, tripping, slipping or any manner of collision with surfaces including flooring, padding or climbing walls, or any other structures, permanent or temporary, B) rope abrasion, entanglement and other injuries resulting from activities on or near the climbing walls including, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and other rope techniques, C) over exertion and strains while engaged in the activities, D) cuts and abrasion resulting from skin contact with the climbing walls or any surface, E) injuries resulting from the actions or omissions of others, including staff, which might include falling climbers, or dropped items such as but not limited to climbing hardware, ropes, wall parts or personal effects, F) failure of ropes, auto-belays, slings, climbing holds, anchor points, or parts of the climbing wall, G) failure to follow staff instruction or to seek information or assistance.

I further acknowledge that the above list is not inclusive of all possible risks associated with Vertical Hold Sport Climbing Center facilities and rock climbing and in no way limits the extent or reach of this assumption of risk, release of liability and indemnification. The risks described above can cause personal injury, damage to my property and even death. I acknowledge that there are certain dangers associated with the use of or participation in activities at Vertical Hold other than climbing related equipment or activities, including, but not limited to, the use of exercise equipment or participation in group exercise classes.

I confirm that I am mentally and physically capable of participating in the activities and the use of the facilities of Vertical Hold Sport Climbing Center. In order to avoid injury or illness, I understand that Vertical Hold advises me to consult with a physician before beginning any fitness program. If my physical condition or mental condition changes after the execution of this Release such that I am not capable of participating in the activity or the use of the equipment, I should cease to participate immediately. I will read carefully and follow the posted Rules of the facility and follow the directions of the staff. I understand that participants are expected to ask for and receive orientation for equipment with which they are not familiar. **I also understand that only Vertical Hold staff may provide belay instruction inside of the facility.** I understand that climbing at Vertical Hold on artificial climbing walls is not the same as climbing outdoors or on other artificial climbing walls. I understand that the instruction I may receive from Vertical Hold will not necessarily apply to climbing outdoors or to the use of other climbing facilities. I also understand that the holds used on artificial climbing walls are a convenience, they are not a safety feature and they can and do break. I further understand that my children can be a hazard to others while playing in the gym and I will keep my children under my direct control while I am climbing.

I understand that I am responsible for the safe use and maintenance of my own climbing equipment. I am capable of assessing my own equipment for damages and am expected to inspect it before each use. If damage occurs to equipment owned by Vertical Hold while I am using it, it is my responsibility to discontinue use and immediately bring it to the attention of Vertical Hold staff for evaluation. I, the undersigned, am aware of the dangers inherent in climbing, including the risk of a serious fall. I am further aware that the protective use of a helmet could prevent brain damage or even death in the event of an accident, and that the safety rules of Vertical Hold Sport Climbing Center, Inc. (Vertical Hold) require me to wear a helmet. Against the advice and recommendation of Vertical Hold, and its insurance company I am refusing this important safety precaution.

INITIAL: [ \_\_\_\_\_ ]

## **2) Release and Indemnification:**

I agree to accept and assume all of the risks existing in these activities, known and unknown, either caused or alleged to be caused by the negligent acts or omissions of Vertical Hold and others. My participation is purely voluntary, and I elect to do so in spite of the risks. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Vertical Hold Climbing Center Inc, its owners, agents, and employees including volunteers, the landlord of Vertical Hold, the designers, manufacturers, or installers of Vertical Holds artificial climbing walls and other equipment, and any of the respective members, officers, directors, employees, agents, representatives, as well as any other persons, corporations or other entities that may have any liability to me (collectively, the "Released Parties"), from and against any and all damages, actions, and liabilities, known and unknown, anticipated or otherwise, now or at any time in the future, in any way relating to or arising from any activity, occurrence or event, including and without limitation, all claims for property damage, personal injury, or wrongful death involving Vertical Hold, Vertical Hold facilities, or any of the Released Parties, including claims that allege negligent acts or omissions with the exception of gross negligence, or intentional, willful or wanton misconduct.

Vertical Hold contains a number of cameras, video and photographic equipment and I consent to the use of such devices. I understand that during my use of the facilities cameras, web-cameras, or other devices may record my activities, and I give Vertical Hold permission to use such media for any and all purposes they deem appropriate, and without compensation. I understand that Vertical Hold and

it's personnel reserve the right to deny access to it's facilities to any individual for any breach of Vertical Holds policies, rules or regulations, or for any conduct that is viewed as unsafe or inappropriate.

INITIAL: [ \_\_\_\_\_ ]

**3) Governing Law, Jurisdiction, Waiver of Jury Trial, Arbitration and Severability:** I am aware of and specifically waive the provisions of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I am aware of and specifically waive the provisions of California Civil Code Section 1714, which provide in pertinent part as follows: "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned by another by his or her want of ordinary care or skill in the management of his or her property or person..." This Release shall be governed by California Law with jurisdiction to be conducted in San Diego County and I voluntarily waive any right I may have to a trial by jury in any action involving any released party. If any portion of this Release is held to be invalid, void, or unenforceable, the remaining portions shall remain in full force and effect. The prevailing party in the enforcement of this Agreement shall be entitled to reasonable attorney fees and costs associated with said enforcement.

INITIAL: [ \_\_\_\_\_ ]

**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.**

**TO BE SIGNED IF THE PARTICIPANT IS A MINOR:**

I represent that I am the parent or legal guardian of the above individual and hereby consent to their use of the Facility and/or participation in activities. In consideration of Vertical Hold (Released Parties) allowing the above individual to participate and/or use the Facility, I acknowledge I am familiar with and consent and agree to be bound by the terms and conditions of this Release. I, on behalf of myself and the above-named participant, hereby agree to waive and release, indemnify, hold harmless and forever discharge the Released Parties, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that said Minor ever had or may have, arising from or in any way related to such Minor's participation in activities in connection with the Released Parties, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. I further agree to indemnify, hold harmless and defend the Released Parties from and against any loss, damage, liability, expense, costs, and/or attorneys' fees, including any of those brought by or on behalf of, or otherwise related to or caused by the above-named participant.

Parent(s) or Court-Appointed Legal Guardian(s) sign below for \_\_\_\_\_ and agree that they and the minor are subject to all the terms of this document, as set forth above.  
*Minor Name*

**Signature of Parent(s)** [ \_\_\_\_\_ ]  
(or Legal Court Appointed Guardian)

Parent/Guardian Name: \_\_\_\_\_

Date: \_\_\_\_\_