

RIVERFRONT ROCK GYM WAIVER

NAME:

DOB:

ADDRESS:

PHONE:

EMAIL:

EMERGENCY CONTACT NAME & NUMBER:

In consideration of the use of the Riverfront Rock Gym LLC's (RRG) facilities, I, the Participant, or if the Participant identified above is under 18 years of age, the Parent or Legal Guardian of the Participant, agree to and understand the following. In the case of a Parent or Legal Guardian signing on behalf of a minor, the terms "Participant," "I," and "me" shall include both the individual identified above, and the Parent or Legal Guardian.

I agree to use my best efforts to have fun and be as safe as possible while at RRG! Now the legal stuff.

I will read this entire Waiver, and if I am unsure or unclear as to any part of the Waiver, I will not sign the Waiver. I acknowledge that this Waiver is available on line at RRG's website, riverfrontrockgym.com, or at RRG, and that I have the opportunity to have it reviewed and/or explained to me by an attorney of my choosing prior to signing it.

By signing this Waiver, I am expressly waiving and giving up any claims for damages, for payment of medical bills, or for other compensation against and from RRG or its employees arising from any injuries I sustain while using RRG's facilities, including injuries that may be caused by the negligence of RRG or its employees; in order to use RRG's facilities, I am assuming all risks in connection with such use, known and unknown, of injury and/or death.

RRG is primarily an indoor climbing gym, but it has other facilities and equipment for fitness training and recreation. The term "Climbing" used below refers to ALL activities at RRG's facilities, including but not limited to roped and unroped climbing, group activities, team activities, games, use of any exercise equipment, use of weights and slack lining.

Climbing is an inherently dangerous sport that involves risks, both known and unknown, that can result in minor injuries, severe and catastrophic injuries, paralysis, and death (collectively "injuries"). Events that can cause these injuries include, but are not limited to, my negligence, negligence of others, my failure to follow RRG rules, falling from the walls, inattentive or improper belay, another climber falling on me, me falling on another climber, helmets catching on equipment on the walls, improperly tied knots, knots failing, harnesses worn or adjusted improperly, equipment such as harnesses, belay devices, ropes, rope anchors, quick draws, carabiners, holds, volumes, treadmills and other exercise equipment failing.

I agree to release and forever discharge RRG and its members, employees, agents, independent contractors, volunteers, representatives, sponsors, equipment manufacturers and suppliers (the "Released Parties") from any and all claims, actions, liabilities, damages, suits, and expenses, including attorney's fees and costs (collectively "Claims") in connection with any injuries I may sustain while using RRG's facilities, even if those injuries are caused in whole or in part by the negligence (but not gross negligence or reckless conduct) of the Released Parties. I agree that this waiver is binding on my heirs, successors, assigns, next of kin, spouse, children, parents and Estate.

I freely and voluntarily agree personally to assume the risk for any injuries I may sustain while using RRG's facilities. I agree that my assumption of the risk is binding on my heirs, successors, assigns, representatives, executors, next of kin, spouse, children, parents and Estate. My assumption of the risk of injury is for all risks, whether known, unknown, unanticipated or unforeseeable.

I agree not to sue the Released Parties for any Claims arising out of the use of RRG's facilities.

I agree to indemnify, reimburse, and hold harmless the Released Parties for Claims against the Released Parties, which includes all expenses and the attorneys' fees incurred by the Released Parties defending the Claims, in connection with or arising out of the use of RRG facilities, brought by me or on my behalf, brought by a family member or minor accompanying me, or brought by someone I am climbing with arising out of an injury caused in whole or in part by my negligence.

I agree to immediately report any injuries to RRG staff that I or anyone I am climbing with sustain while using RRG's facilities, regardless of how minor.

I agree and represent that I have insurance to cover and pay for the treatment of any injuries I may sustain while using RRG's facilities, and if I do not have such insurance, I agree to pay and be solely responsible for the costs of medical treatment of any such injuries myself.

I agree that before Climbing, I will read and understand all RRG Rules, and I agree to follow all Rules. RRG sells beer and wine at its cafe, and **it is absolutely forbidden for anyone who has consumed any alcohol to enter the climbing area or use any of RRG's equipment. I agree that if I have consumed any alcohol, on or off RRG premises, I will not enter the climbing area or use any of RRG's equipment.**

This Waiver is governed by the laws of the State of Washington. In the event that I initiate any legal action against any of the Released Parties, I agree that it will be filed in Chelan County Superior Court.

If any part of this Waiver is found to be in conflict with Washington law and unenforceable, it shall not effect the enforceability of the remainder of the Waiver.

I AM AT LEAST 18 YEARS OF AGE. 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.

Signature:

Date:

FOR MINORS:

Parent(s) or Court-Appointed Legal Guardian(s) must sign below for above participant and agree that they and the minor are subject to all the terms of this document.

I represent and warrant that I am the parent or legal guardian of the above Participant, and that I have the legal authority to sign this Waiver for the Participant. I have read and understand this Waiver, and I approve of, consent, and agree, to the extent allowed by Washington State law, to the Participant's waiver and release of liability, assumption of the risk, agreement not to sue, and indemnity set forth in this Waiver. I acknowledge that I may not be able to waive the claims of the Participant, so in consideration of RRG allowing Participant to use it's facilities, I agree that I will indemnify and reimburse RRG for all expenses it incurs as a result of Claims against the Released Parties on behalf of myself, my successors, assigns, heirs, and representatives. I agree to all terms and conditions in this Waiver.

Signature of parent or guardian:

Date: