

# Release of Liability and Assumption of Risk

|                   |                  |                   |               |
|-------------------|------------------|-------------------|---------------|
| Adult Last Name   | Adult First Name | Adult 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   |               |

|                  |               |                  |               |
|------------------|---------------|------------------|---------------|
| Participant Name | Date of Birth | Participant Name | Date of Birth |
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RELEASEES: Tru X-treme Enterprises, L.L.C. d/b/a Slidell Rocks Climbing Gym, its shareholders, directors, affiliates, agents, teachers instructors, members, representatives employees, and their successors and assigns, ("Slidell Rocks Climbing Gym").

I, Releasor, am aware that the sport of climbing, the use of a climbing gym, and the use of climbing equipment pose potential serious risks of injury or death to participants. I am aware of the intrinsic dangers of the sport of climbing and related activities. I understand that I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that climbing equipment (including but not limited to the Climbing Gym, ropes, belays and auto-belays), may break without warning.

**I hereby acknowledge and accept notice of the intrinsic dangers of the sport of climbing and related activities, and those dangers or conditions that are an integral part of climbing activities, including but not limited to the possibility of another participant acting in a negligent manner that may contribute to injury to the participant, me or others, such as failing to maintain control over climbing equipment, or other climbers, or not acting within a participant's ability.**

I acknowledge that this waiver shall remain valid unless expressly revoked by the participant, or parent or guardian of a minor, in writing, with receipt acknowledged by Slidell Rocks Climbing Gym.

With the knowledge of the foregoing and as an inducement for and in consideration of being permitted to use the Slidell Rocks Climbing Gym ("Climbing Gym") and related facilities, operated by Slidell Rocks Climbing Gym, I do for myself, my spouse, my heirs, executors, administrators and assigns hereby agree to and acknowledge each of the following.

**(Initial below after reading, agreeing to, and understanding each paragraph)**

1. The RISK OF INJURY from the activities involved in my use of Slidell Rocks Climbing Gym facilities, and my participation in related activities is significant, including the potential for permanent paralysis or death. I understand that climbing and the use of the Climbing Gym and related equipment by its very nature is an inherently dangerous activity and includes risk. This risk includes, but is not limited to, my falling off or from the Climbing Wall and hitting the floor, damaged wall faces, injuries caused by people, or any of the equipment used in climbing, whether permanently or temporarily in place; rope stress, abrasion and entanglement, injuries resulting from falling climbers, dropped items or broken holds; failure of ropes, knots, belays, auto-belays, slings, harnesses, climbing holds, anchor points or any other part of the Climbing Gym.
2. I KNOWINGLY AND FREELY ACKNOWLEDGE AND ASSUME ALL SUCH RISKS, including but not limited to the risk of bodily injury, death or property damage, both known and unknown, except those arising from the gross negligence of those persons released from liability below, and I assume full responsibility for my participation and use of Slidell Rocks Climbing Gym facilities.
3. I AGREE TO COMPLY with all rules and regulations promulgated by Slidell Rocks Climbing Gym. If I have any questions, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Slidell Rocks Climbing Gym employee. I agree not to participate while under the influence of drugs or alcohol.
4. I, RELEASE, for myself, my spouse, my heirs, assigns, personal representative and next of kin, DO HEREBY FOREVER DISCHARGE, RELEASE, INDEMNIFY AND HOLD HARMLESS Slidell Rocks Climbing Gym of and from any and all claims, demands, damages, losses, actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, penalties, costs, attorney fees and other related expenses, whatever kind or nature, whatsoever at law or in equity, whether present, future, known or unknown, foreseen or unforeseen (including, but not limited to, claims for personal injury, death, disability, and property damage), relating to, arising out of or regarding or as a result of the use of the Climbing Gym, equipment, location or facilities, or any activity sponsored by Slidell Rocks Climbing Gym regardless of whether the act or omission complained of was caused in whole or in part by the negligence, in any form, of Slidell Rocks Climbing Gym to the fullest extent permitted by law.

5. I FURTHER RELEASE Slidell Rocks Climbing Gym from any claim whatsoever on account of first aid, treatment or service rendered to me during my participation in the use of the Climbing Gym, equipment and related facilities.
6. I FURTHER ACKNOWLEDGE that the equipment used in the sport of climbing is subject to unforeseen stress and damage which may cause it to break or become dysfunctional without warning and in that regard I understand that Slidell Rocks Climbing Gym makes no general, expressed or implied warranty of any kind regarding its climbing equipment, including but not limited to the Climbing Gym, auto-belays, and holds, and I accept the use of its equipment in its "as is" condition and without warranty.

**I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THE TERMS ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY AS MY OWN FREE ACT WITHOUT INDUCEMENT. IF ONE OR MORE PORTIONS OF THE WAIVER ARE FOUND UNENFORCEABLE, THE REMAINDER OF THE WAIVER SHALL REMAIN ENFORCEABLE.**

\_\_\_\_\_  
 I, (we), grant full and unqualified consent to be photographed by a representative of Slidell Rocks Climbing Gym for the purpose of using any and all photographs in its advertisements, marketing materials, logos, signs or any other use which Slidell Rocks Climbing Gym, at its sole discretion, deems appropriate for its business and marketing purposes.

I, (we), FURTHER RELEASE Slidell Rocks Climbing Gym of and from any and all claims for any compensation for the use and/or continued use of the aforementioned photographs, videos, likeness or image by Slidell Rocks Climbing Gym.

I, (we), further agree that Slidell Rocks Climbing Gym shall have sole discretion and authority to use the aforementioned photographs, videos, likeness and images at its sole discretion and for whatever purpose without any compensation to or permission of the participant.

I, (we), FURTHER RELEASE and relieves Slidell Rocks Climbing Gym of and from any and all liability arising out of Slidell Rocks Climbing Gym's use for whatever purpose of these photographs, videos, likeness and/or image.

\_\_\_\_\_  
**FOR PARTICIPANTS OF MINORITY AGE**

**(For participants under the age of 18 as of this date)**

This is to certify that I, am taking legal responsibility for this participant, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I hereby accept the above assumption of risk, release, waiver of warranty, and waiver of liability as an inducement for allowing this child, or this minor, to participate and use Slidell Rocks Climbing Gym facilities and activities, and do hereby consent and agree to the release and waiver, for myself, my minor child/ward, my heirs, assigns, and next of kin, I hereby release and agree to indemnify and hold harmless Slidell Rocks Climbing Gym from any and all liabilities incident to my minor child/ward's involvement or participation in any use of the Climbing Gym, equipment or facility as provided above to the fullest extent permitted by law.

**SLIDELL ROCKS CLIMBING GYM RULES**

1. All climbers must check in at the front desk. Members must sign in.
2. No one is permitted to belay or tie themselves in until they pass the Slidell Rocks Climbing Gym safety check.
3. Only Slidell Rocks Climbing Gym employees are allowed to teach belaying and knot craft.
4. Leading is not allowed until passing the Slidell Rocks Climbing Gym lead test.
5. Children under 14 years old must be accompanied and supervised by an adult.
6. Do not belay off floor anchors; they are only for backup.
7. Leading is allowed on ropes authorized by Slidell Rocks Climbing Gym staff only.
8. Belayers must stand while belaying.
9. No barefoot climbing.
10. Climbers climbing without a rope must keep their feet within shoulder height of the ground.
11. Report loose holds, worn ropes, and anything else you believe to be a safety hazard to a Slidell Rocks Climbing Gym employee.
12. Minimum age for belaying is 14 years old
13. Only commercially manufactured climbing equipment in good condition is permitted.

**I have read and understand the above rules.** \_\_\_\_\_

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 of Adult:** \_\_\_\_\_  
 (18 years and older must sign)

**Print Adult Name:** \_\_\_\_\_

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