

# Liability Release Form



A Beach Cities Health District Program

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the ropes course of the facilities of ADVENTUREPLEX, a subsidiary of Beach Cities Health District, its climbing walls and ropes course, has inherent risks. I have full knowledge of the nature and extent of all the risks associated with indoor rock climbing and ropes course facilities, and have had any questions about this same explained to me, including but not limited to:

1. All manner of injury resulting from falling off the climbing wall or ropes course and hitting rock faces and projections whether permanently or temporarily in place or on the floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the rock climbing wall or ropes course such as, but not limited to, climbing, belaying, lowering on rope, and any other rope techniques.
3. Injuries resulting from fallen climbers or dropped items, such as, but not limited to, ropes, climbing hardware, and dropped or broken holds.
4. Cuts and abrasions resulting from skin contact with the climbing wall or ropes course.
5. Failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or any part of the climbing wall structure or ropes course structure.

I further acknowledge that the above list is not inclusive of all possible risk associated with the use of AdventurePlex rock walls or ropes course, and that the above list in no way limits the extent or reach of this waiver and covenant not to sue, I choose to use AdventurePlex climbing walls and/or ropes course, and agree as follows:

To waive and release any and all claims that I have or may have in the future against AdventurePlex rock walls or ropes course, including their owners, operators, employees, agents and representatives, as well as the designers, manufacturers or installers of the climbing wall or ropes course equipment.

\_\_\_\_\_ **Initial here**

In consideration of my use of AdventurePlex climbing walls or ropes course I, the undersigned user, agree to use the AdventurePlex rock wall and/or ropes course in accordance with its established safety policies and procedures and agree to INDEMNIFY AND HOLD HARMLESS AdventurePlex rock wall and ropes course, its offices, agents, owners, and employees from any and all cause of action, claim, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of AdventurePlex rock wall and/or ropes course, whether asserted by AdventurePlex or any third parties who may be injured on account of or in any way relating to AdventurePlex.

\_\_\_\_\_ **Initial here**

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assignees in event of my death.

\_\_\_\_\_ **Initial here**

By signing this agreement, I waive my right to bring a court action to recover compensation or obtain any other remedy for an injury to myself of my property or my death, however caused, arising out of my use of facilities of AdventurePlex, now or anytime in the future, whether caused by the center's negligence or that of its offices, agents, or employees.

\_\_\_\_\_ **Initial here**

I agree to pay for all legal fees accumulated by AdventurePlex incurred by any claims made by me or on my behalf.

\_\_\_\_\_ **Initial here**

I certify that I am in good health and that I have no physical limitations, which would preclude my use of the facilities. I also certify that I have sufficient health, accident liability insurance to cover any bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no insurance, I certify that I am personally capable of paying any and all such expenses and liabilities.

\_\_\_\_\_ **Initial here**

I certify that I am a lawful age (18 years or older) otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

User's signature: \_\_\_\_\_ Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (home): \_\_\_\_\_ (work): \_\_\_\_\_

Emergency contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date of birth: \_\_\_\_\_

IF USER IS UNDER THE AGE OF 18 YEARS OLD, PARENT/LEGAL GUARDIAN MUST CONSENT: I, as parent or legal guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in this release form.

Signature of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone where you can be reached: \_\_\_\_\_

