



North Wall, Inc. Rock Gym: Informed Consent and Release Waiver

Part One: Acknowledgement of Risk, Release/Indemnification of all claims and covenant not to sue.

Notice: This is a legally binding agreement. By signing this agreement, you give up your right to bring court action to recover compensation or obtain any other remedy for any injury to your children or yourself or your property or for your death however caused arising out of use of the facilities of North Wall, Inc., now or any time in the future. The information contained throughout this agreement and especially in, Acknowledgement of Risk and Release and Safety contract sections is interchangeable for the climber and/or parent who wishes to sign-off herein as having informed consent to permit their minor child to use the facilities of North Wall, Inc. 'I' or 'myself' is also reasonably interchangeable with 'my child' herein.

Acknowledgement of Risk, I hereby acknowledge and agree that the sport of rock climbing and the use of the facilities of North Wall, Inc. has inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and use of the climbing gym including but not limited to:

- 1. All manner of injury resulting from falling off the climbing gym and hitting rock faces and/or projections, whether permanently or temporarily in place, or on the floor or loose. 2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing gym such as, but not limited to climbing, belaying, lowering on ropes, rescue systems, and other rope techniques. 3. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware and/or loose holds and/or fixtures. 4. Cuts and abrasions resulting from skin contact with the climbing gym and/or the gym's devices and/or hardware. 5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing gym structure.

I further acknowledge that the above list is not exclusive of all the possible risks associated with the use of the climbing gym and that the above list in no way limits the extent of reach of this release and covenant not to sue.

Release/Indemnification and covenant not to sue in consideration of my use of the climbing gym, I, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE North Wall, Inc. its officers, agents, sponsors, and employees from any cause of action, claims, or demands of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against the climbing gym on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the climbing gym whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the NEGLIGENCE of North Wall, Inc., its officers, agents, and employees.

In consideration of my use of the facilities of North Wall, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS North Wall, Inc. its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or any way relating to my use of the climbing gym.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the climbing gym and that I am voluntarily assuming the risks. I understand that I will solely be responsible for any loss or damage, including death, I sustain while using the North Wall, Inc. climbing gym and that by this agreement, I am relieving North Wall Inc. of any and all liability for such loss, damage or death. I further agree to pay all of North Wall, Inc. and/or its agents and/or employee legal fees should I one day wish to seek legal action against them as a result of my use of the facilities. I acknowledge that I have read and agree to abide, and/or my child abide by the safety policies, Signed:

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

Last Name \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

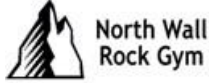
Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_ Email Address \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**PARENT SIGNATURE REQUIRED HERE**, if climber is under 18. "I, as a parent or legal guardian of the above minor, under 18 years of age, hereby have been informed as to the hazards of climbing and do hereby consent to all the terms and conditions set forth in this release form as hereby signed above."

Signed (Parent) \_\_\_\_\_ Printed (Parent) \_\_\_\_\_

Climber Name: \_\_\_\_\_ North Wall Staff: \_\_\_\_\_



**Part 2: Contract to follow safety policies of North Wall, the rock climbing gym:**

I, the undersigned user of North Wall, accept full responsibility for my own safety and the safety of other climbers while on the premises of North Wall. I agree to abide by, and to help encourage, the following safety policies and rules.

1. All climbers must have a signed North Wall Waiver and Release Form, in order to gain access to the gym. Climbers will present necessary ID, upon request. An updated, signed waiver will be required yearly.
2. Climbers under 18 years old **MUST** have **THEIR** very **OWN** parent read and complete the North Wall Waiver. No Exceptions.
3. All clients, visitors and groups must sign in upon arrival and abide by the gym rules posted.
4. UIAA Approved climbing equipment only. (Equipment subject to inspection).
5. All clients subject to skill competence testing upon entry. (Belay check fees may apply).
6. We expect competent skills from our clients. Otherwise, all in-house instruction must be done by North Wall Staff only.
7. The minimum age we will teach to belay is 13 and older. Certain restrictions and/or exceptions apply. All decision are at the discretion of the North Wall.
8. While bouldering or off belay, outside the cave; **Climbers will keep their feet below the bouldering line, as painted on the specified walls.** Climbers must understand there is still risk of injury while bouldering even below the line, that risk is assumed by the climber. Although there is no line in the bouldering cave there is still risk of injury, this risk is also assumed by the climber.
9. No running. No swinging, hanging, stepping on or playing with the ropes.
10. Climbers will tie directly into their harnesses with a figure 8 follow through knot.
11. Climbers and belayers will use formal belay commands and safety checks.
12. Customers are not allowed to teach belaying to each other on North Wall premises.
13. Lead climbers must supply their own reasonable UIAA-approved rope. (Equipment subject to inspection).
14. Do not touch the belay bars, ropes, quickdraws, bolt hangars, etc.
15. Climbing shoes only on all climbing surfaces.
16. No sitting in, under or any part of the cave or climbing structure 17. No one is allowed on the ledge without a rope, as posted on the wall.
18. No loose chalk. Please use a chalk ball. Chalk balls must remain in chalk bag. Chalk must either be in the ball in the bag or on the climber's hands.
19. No loitering. No babysitting.
20. All personal items must be stored in cubbies. Please help keep the floor and benches clear.
21. Put your gear away, you are responsible for your own belongings.
22. Shirts are mandatory.
23. No profanity. No drugs or alcohol on premises, if you appear to be under the influence of drugs or alcohol you will be asked to leave.
24. Keep all food and drinks on the counter. No gum.
25. North Wall reserves the right to deny access to its facilities to any individual permanently or for a specified period for breach of contract of the safety policies and rules, or for any conduct that is viewed as unsafe or inappropriate.
26. All rules are subject to change without notice, at the North Wall's discretion.

I acknowledge, by initialing, that I have read and agree to abide, and/or my child abide by the safety policies.

Initial \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Remember to always use good judgment and climb safe.**