



Riverstone Climbing Gym
1625 South Walnut St #4
Burlington, WA 98233
360-610-7474

Waiver Of Liability; Indemnification Agreement and Covenant Not To Sue

NOTICE; THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY OR FOR YOUR DEATH ARISING OUT OF YOUR USE OF RIVERSTONE CLIMBING GYM, NOW OR ANYTIME IN THE FUTURE.

ACKNOWLEDGMENT OF RISK

I, the undersigned user, hereby acknowledge and agree that the sport of rock climbing and the use of Riverstone Climbing Gym, located at 1625 South Walnut Street, Burlington, WA, possess inherent risks. I have full knowledge of the nature and extent of all the risks associated with the use of Riverstone Climbing Gym, including, but not limited to:

1. All manner of injury, including, but not limited to death and/or paralysis, from falling off of the climbing walls or any climbing gym apparatus or surface and hitting the landing area or floor, the climbing walls, another climber, belayer, bystander, or object on the ground.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing walls or apparatus.
3. Injuries resulting from falling climbers or dropped items such as, but not limited to, climbing hardware, belay anchors, and climbing holds or pieces thereof.
4. Cuts and abrasions resulting from skin contact with ropes, climbing hardware, climbing walls, and any other surface or object within Riverstone Climbing Gym.
5. Failure of ropes, slings, harnesses, shoes, climbing hardware, anchor points, belay devices, or any part of the climbing wall or building structure.
6. Injuries resulting from the use of exercise equipment including, but not limited to, free weights, mechanized or electrical exercise machines and other exercise or fitness related devices.
7. Riverstone Climbing Gym recommends that all gym users wear helmets at all times while in the gym. If you choose to not wear a helmet you agree to assume the additional risks associated with climbing without a helmet.

I further acknowledge that the above list is not inclusive of all the possible risks associated with my use of Riverstone Climbing Gym and that the above list in no way limits the extent or reach of this Release/Indemnification and Covenant Not to Sue.

RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my use of Riverstone Climbing Gym, I, the undersigned user, agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE, Riverstone Climbing Gym LLC, its owners, shareholders, officers, directors, employees and agents, from any cause of action, claims, or demands of any nature whatsoever (except for gross negligence and willful misconduct), which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against Riverstone Climbing Gym, its owners, shareholders, officers, directors, employees and agents 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 Riverstone Climbing Gym, whether that use is supervised, unsupervised, however the injury or damage is caused, including but not limited to, the negligence of Riverstone Climbing Gym, its owners, shareholders, officers, directors, employees and agents.

In consideration of my use of Riverstone Climbing Gym, I the undersigned user, do hereby agree to indemnify and hold harmless, Riverstone Climbing Gym, its owners, shareholders, officers, directors, employees and agents from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or intentional misconduct of Riverstone Climbing Gym or its officers, directors, employees and agents) arising out of or any way relating to my use of the Riverstone Climbing Gym .

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of Riverstone Climbing Gym and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using Riverstone Climbing Gym and that by signing this Agreement, I am relieving Riverstone Climbing Gym, its owners, shareholders, officers, directors, employees and agents, of any and all liability for such loss, damage or death.

I further certify that I am in good health and that I have no physical limitations which would preclude my safe use of Riverstone Climbing Gym. I understand 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.

IN WITNESS OF WHEREOF, this agreement is duly executed this _____ (date)

Name (Print) _____ DOB _____

Address _____ City _____ State _____

Zip _____ Phone _____ eMAIL _____

Emergency Contact Name and Phone number _____

User Signature _____

If user is under 18 years old: Parent/Guardian Consent: I, as parent or guardian of the above minor under 18 years of age, hereby consent, on the behalf of the said minor, to the terms and conditions set forth in this Waiver Of Liability; Indemnification Agreement and Covenant Not To Sue. Parent/Guardian Signature _____