Outside-In CLIMBING GYM

Climbing Wall Participant Agreement Release and Acknowledgement of Risk.

This document must be read, initialed on the line items, signed and completely filled out to allow [PRINT FIRST & LAST NAME]_____ ***participation at any level.***

In consideration of services of Little Brick House Inc dba Outside-In Climbing Gym (OICG), Chocolate Moose (CM), and Mountain State Miniature Golf, Inc. (MsMg), its agents, owners, officers, volunteers, participants, employees, property owners, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge all of these organizations and individuals on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate AS FOLLOWS:

Initial ____ **1.** I acknowledge that rock climbing on an artificial wall contains inherent risks and entails both known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. To eliminate such risks would eliminate the positive inherent qualities which lend to the purpose of the activity. Such risks include, among other things: falling off the wall, loose and/or damaged artificial holds, falling to the ground or on other participants, being fallen on by other participants; abrasions from the wall, ropes, pads, or the floor; equipment failure; belay and/or belayer failure; reckless climbing or climbing beyond my personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present; head injuries; and the results of my own negligence.

Initial ____ **2.** I will obey and comply with all policies rules, regulations, and instructions of CM/OICG/MsMg and its employees and agents. I accept the responsibility to ask questions and clarify rules, regulations and instructions that I do not understand, fully comprehend or have any doubts about.

Initial ____ **3.** I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.

Initial ____ **4.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CM/OICG/MsMg from any and all claims, demands, or cause of action, which are in any way connected with my participation in this activity or my use of CM/OICG/MsMg equipment or facilities, including any such claims which allege negligent acts or omissions of CM/OICG/MsMg.

Initial ____ **5.** If CM /OICG/MsMg or anyone acting on its behalf incur fees and costs to enforce this agreement, I agree to indemnify and hold it/them harmless for all such fees and cost.

Initial ____ **6.** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or agree to bear the cost of such injury or damage to myself. I also certify that I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume and bear any cost of all risks that may be created, directly or indirectly, by any such condition.

Initial ____ **7.** In the event that I file lawsuit against OICG & MsMg, I agree to do so solely in the state of West Virginia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portions of this agreement are found to be void or unenforceable, the remaining portions shall remain in full force and effect.

All

Today's Date: _____

The Following Contact Information Required to Participate:

Address: _____

City, State, Zip: _____

Birthday: _____

Email: _____

Phone: _____

Emergency Contact: _____

Phone: _____

PARENT / GUARDIAN INDEMNIFICATION

(must be completed if participant is under the age of 18)

In consideration of _____ ("Minor") being permitted by CM/OICG/MsMg to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CM/OICG/MsMg, its agents, owners, officers, volunteers, participants, employees, property owners, and all other persons or entities acting in any capacity on its behalf, from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

_____

Parent/Guardian Print

_____

Sign Date