CLIMB KALAMAZOO, L.L.C.,
RELEASE WAIVER

Replace Old Waiver _____

In consideration of my being permitted by CLIMB KALAMAZOO, L.L.C. to climb at its facilities, I agree to the following waiver and release, and I make the following representations **_____(INITIAL)**

I acknowledge the inherent extreme risks in rock climbing activities, including those that take place indoors. I realize that those risks include falls, equipment failure, bad decision-making, inattentive belayers, and holds that have become loose or damaged by other climbers. I understand that these unforeseeable, freakish accidents and I assume all risks associated with such accidents, even though I cannot foresee them. I agree to pay attention to the state of the ropes in the gym and that of the anchors, and to advise gym staff if I do any damage or notice any damage. I agree to abide by all gym rules, and if gym staff makes a specific request of or instruction to me, I agree to comply. **_____(INITIAL**)

I am physically fit and know of no medical or health reason why I should not participate in the activities that take place at CLIMB KALAMAZOO, L.L.C.**_____(INITIAL)**

I agree to assume all risk of personal injury, including paralysis and death that may occur while I am in the gym or while I am climbing anywhere, at any time. I hereby release CLIMB KALAMAZOO, L.L.C., its owners, officers, employees, wall builders, wall designers, hold manufacturers, lessors, insurers, and agents from all liability for any such personal injury that I may incur. This release even extends to injuries that may occur through the NEGLIGENCE of gym employees or other parties released. **_____(INITIAL**)

I understand that indoor gym climbing is not the same as outdoor climbing, and that additional skills are necessary for outdoor climbing that cannot be acquired in the gym. I agree to seek qualified instruction before attempting to climb outdoors.

This release applies to and binds my personal representative, heirs, and my family. If a member of a family under the age of 18 accompanies me to the gym, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety.

I have offered a protective helmet. I understand that wearing a helmet does not eliminate the danger of rock climbing but in certain instances it can reduce the risk of permanent injury or death. I understand that CLIMB KALAMAZOO recommends that I wear a helmet and if I choose not to wear a helmet I do so against their advice. **_____(INITIAL**)

***Parents and guardians take note!**
If I am a parent or guardian of a minor climbing at the gym, whether or not I am a member myself, or am present when the minor is climbing, I agree to indemnify and hold harmless CLIMB KALAMAZOO L.L.C., and the other parties released, in the event of a minor member of my family sues them or anyone of them. I understand that this means I will pay all fees, costs, and charges incurred by CLIMB KALAMAZOO L.L.C., and other parties released, including attorneys fees. (See signature line on top of next page as well)**_____(INITIAL**)

Birthday Party, etc., take note!
If I am an adult who is charge of a group of minors and are taking them to the gym, I agree to have a release like this one signd by a parent of each minor in the group. I understand that if I fail to do so, the gym can refuse to let that minor climb or at its option, agree to let that climber, but that it so only because I hereby agree to assume full responsibility for the safety of that minor child, and to indemnify and hold harmless CLIMB KALAMAZOO L.L.C., and the other parties released, if that child is injured and an action is brought on account of those injuries.

_____ **(SIGNATURE)**

THIS RELEASE IS A BINDING LEGAL CONTRACT

I have read and understand the rules posted by CLIMB KALAMAZOO L.L.C., and agree to abide by those rules at all times. I understand that this release is a contract. I sign it of my own free will. I understand that this contract is servable; in other words, that if any part of it is held by a court of law to be unenforceable, the rest of it shall survive. **_____(INITIAL**)

Signature of Attendee:

_____

Signature of Parent (if climber is under 18)

_____

_____

(Please Print Parent Name)

DATE: _____

NAME OF ATTENDEE (Please Print): _____

BIRTHDATE OF ATTENDEE:_____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP:_____

HOME PHONE NUMBER (include area code):_____

NAME OF EMERGENCY CONTACT: _____

EMERGENCY PHONE # (include area code): _____

Are you a student of: WMU K College KVCC OTHER _____

If you would like to be sent upcoming Climb Kalamazoo events or promotion information please provide the following:

E-MAIL ADDRESS: _____

I AM INTERESTED IN (circle all that apply):

KID'S CAMP COLLEGE NIGHT WOMEN'S NIGHT

GEAR SALES OUTDOOR CLIMBING TRIPS CLINICS & CLASSES

OTHER _____

-STAFF USE ONLY-

Belay Certified _____ CLIMB ONLY_____

Lead Belay Certified _____
Lead Climbing Certified _____

Accepted By: _____
on behalf of Climb Kalamazoo, L.L.C.

CLIMB KALAMAZOO, L.L.C.
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