

## Liability Release Form



I HEREBY ACKNOWLEDGE AND AGREE the sport of indoor rock climbing and the use of the facilities of CALIFORNIA FAMILY FITNESS, a California Corporation (herein after referred to as CALIFORNIA FAMILY FITNESS), its climbing wall and other training facilities, has inherent risks. I agree that I am voluntarily participating in the aforementioned activities and using the CALIFORNIA FAMILY FITNESS facilities and premises and assume all risks associated with indoor rock climbing and the facilities, and have had any questions about the same explained to me, inking by not limited to:

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

I further acknowledge that the above list is not inclusive of all possible risk associated with the use of CALIFORNIA FAMILY FITNESS and that the above list in no way limits the extent or each of this waiver and covenant not to sue. I voluntarily choose to use CALIFORNIA FAMILY FITNESS's climbing facilities and equipment, and agree as follows:

To waive and release any and all claims that I have or may have in the future against CALIFORNIA FAMILY FITNESS, including their owners, operators, employees, agents, affiliates, successors and assigns, manufactures or installer of the climbing wall or equipment.

In consideration of my use of CALIFORNIA FAMILY FITNESS I, the undersigned user, agree to use the CALIFORNIA FAMILY FITNESS in accordance with its established safety policies and procedures and agree to INDEMNIFY AND HOLD HARMLESS CALIFORNIA FAMILY FITNESS, its officers, agents, owners, and employees from any and all cause of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of CALIFORNIA FAMILY FITNESS, whether asserted by CALIFORNIA FAMILY FITNESS or any 3<sup>rd</sup> parties who may be injured on account of or in any way relating to CALIFORNIA FAMILY FITNESS. I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as the State of California will allow and that if any portion thereof is held invalid, it is agreed that that the balance shall, notwithstanding continue in full legal force and effect.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrator and assigns, in event of my death. By signing this agreement, I waive my right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the facilities of CALIFORNIA FAMILY FITNESS, now or any time in the future, whether caused by the CALIFORNIA FAMILY FITNESS negligence or that of its officers, agents, or employees.

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

I certify that I am of Lawful age (18 years or older) and 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 reading it, of my own free will.

**(Please Print Clearly)**

User's Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Parent's Name (if user is under 18): \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone ( home ): \_\_\_\_\_

\_\_\_\_\_ ( work ): \_\_\_\_\_

User's Signature: \_\_\_\_\_ Member Number: \_\_\_\_\_

**Additional users must be part of the same family:**

User's Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

User's Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

User's Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

IF USER IS UNDER THE AGE OF 18 YEARS OLD: PARENT/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: \_\_\_\_\_ Relationship: \_\_\_\_\_ Date: \_\_\_\_\_

Trainer's Name: \_\_\_\_\_ Trainer's Signature: \_\_\_\_\_ Club \_\_\_\_\_