

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

Print Participant Name: _____ Date of Birth: _____

Street: _____ Phone: _____

City: _____ State: _____ Zip: _____ Emergency Contact: _____

Email: _____ Em. Contact Phone: _____

WARNING, **THIS AGREEMENT IS LEGALLY BINDING**. BY SIGNING IT, YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF THE ROCK CLIMBING WALLS OR EQUIPMENT, OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES, INCLUDING TRANSPORTATION PROVIDED BY **ABBY & TOM HOLDINGS, INC.** AMARILLO ROCK CLIMBING HOUSE, HEREINAFTER REFERRED TO AS "ARCH", SPONSORED BY A.R.C.H., LLC, OR ANY AFFILIATE OR WHOLLY OWNED SUBSIDIARY OF THE SAME (HEREINAFTER COLLECTIVELY REFERRED TO AS "ARCH".) YOU WILL BE RELEASING THE LANDLORD OF ARCH, ANY PERSONS WHO HAVE DESIGNED; MANUFACTURED OR INSTALLED THE FACILITIES, CLIMBING WALLS OR EQUIPMENT OF ARCH AND ANY PERSONS USING THE CLIMBING WALLS OR EQUIPMENT OF ARCH. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES YOU TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES.

INT. _____ ASSUMPTION AND ACKNOWLEDGMENT OF RISK

WARNING: CLIMBING IS DANGEROUS!!! I, the undersigned, acknowledge and agree that the use of the facilities, climbing walls or equipment of ARCH, and the taking of classes or participating in activities sponsored by ARCH has INHERENT RISKS. Those risks include, but are not limited to the following:

1. Injuries or death resulting from the failure or negligent misuse of the facilities, climbing walls or equipment of ARCH.
2. Injuries resulting from slips, trips, falls sustained, or the physical demands associated with the use of the facilities, climbing walls or equipment of ARCH.
3. Injuries resulting from the swinging or fall of other persons who may come into contact with me or from any swinging or falls in which I come into contact with other persons.
4. Injuries that occur from the NEGLIGENCE or lack of adequate training of those volunteers or employees of ARCH, who seek to assist with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of equipment used at ARCH, including but not limited to, failure of ropes, slings, harnesses, belay devices, handholds, anchor points, landing surface and its curbs, items left in landing surface and any other part of the climbing structure.
6. Injuries resulting from the NEGLIGENCE of the owners, operators, employees, or volunteer assistants of ARCH, or the NEGLIGENCE of other climbers, visitors, or persons who may be present at ARCH or the NEGLIGENCE of the designers, manufacturers or installers of the facilities, climbing walls or equipment, or the NEGLIGENCE of the landlord of ARCH.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using climbing facilities, climbing walls or equipment. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

INT. _____ RELEASE AND PROMISE NOT TO SUE

In consideration of my observing or using the facilities, climbing walls or equipment of ARCH, and/or in consideration of my participating in the classes or activities sponsored by ARCH, I hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, and PROMISE NOT TO SUE, ARCH, or any officer, director, member, employee, volunteer, or agent of ARCH or any other climber, visitor, or person present in or using the facilities, climbing walls or equipment of ARCH. It is my express purpose to bind myself, my heirs, my administrators and my executors hereby. In consideration of my observing or using the facilities, climbing walls or equipment and/or in consideration of my participating in the classes or activities sponsored by ARCH, I also hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, and PROMISE NOT TO SUE the designers, manufacturers or installers of the facilities, climbing walls or equipment of ARCH or the landlord of ARCH. This agreement releases the aforementioned persons from any liability to me, my heirs, or next of kin, assigns, or personal representatives, for any losses or damages or claims or demands arising out of my PERSONAL INJURIES, damage to my PROPERTY, or from my DEATH.

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions, and to this end the provisions of the Agreement are to be severable. This Agreement shall be governed by the laws of the State of Texas.

INT. _____ INDEMNIFICATION AGREEMENT

In consideration of my observing or using the facilities, climbing walls, or equipment of ARCH, and/or in consideration of my participating in the classes or activities sponsored by ARCH, I agree to indemnify and hold harmless the persons RELEASED and DISCHARGED by me from any loss, liability, damages or cost, including reasonable attorneys' fees, that they may incur due to the presence of any claims or actions by me, or by my heirs, next of kin, assigns, or personal representatives, arising out of my observing or using the facilities, climbing walls or equipment of ARCH event.

INT. _____ CLIMBING FACILITY RULES

The participant acknowledges that they have access to, and understand the posted rules of the facility and agree to follow ALL rules of the climbing facility and to comply with the judgment of the climbing facility staff. Any infractions of the posted rules will result in loss of climbing privileges for that event.

I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND THE TERMS. NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. I AGREE TO SAID TERMS. (ALTERATIONS OR MODIFICATIONS TO THIS DOCUMENT ARE NOT ALLOWED)

Signature _____ Date: _____

(If participant is under 18, Parent/Legal Guardian must sign.)

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND I AM SIGNING THIS RELEASE ON BEHALF OF THE MINOR.