

# TOP OUT CLIMBING, LLC: RELEASE OF LIABILITY; ACKNOWLEDGEMENT OF RISK; AND COVENANT NOT TO SUE.

|                       |                        |  |               |
|-----------------------|------------------------|--|---------------|
| Participant Last Name | Participant First Name | Middle Initial                             | Date of Birth |
| Address               |                        |  |               |
| City                  |                        | State                                      | Zip Code      |
| Home Phone            |                        | Cell Phone                                 |               |
| Email Address         |                        | Opt in to monthly e-mail newsletter? (Y/N) |               |
| Emergency Contact     |                        | Emergency Phone                            |               |

**THIS IS A LEGALLY BINDING CONTRACT. IN ORDER FOR YOU TO PARTICIPATE IN ANY ACTIVITIES CONNECTED TO TOP OUT CLIMBING, LLC, NOW OR IN THE FUTURE, YOU MUST CERTIFY THAT YOU AGREE TO THE TERMS CONTAINED HEREIN:**

## ACKNOWLEDGEMENT OF RISK

I hereby acknowledge and agree that the sport of rock climbing and the use of the Top Out Climbing and Fitness Facility, located at 26332 Ferry Court, Santa Clarita, CA 91350 (herein referred to as Top Out Climbing Gym) poses inherent risks. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, and that my participation is voluntary. I have full knowledge of the nature and extent of all of the risks associated with the use of the Top Out Climbing Gym, including, but not limited to:

1. All manner of injury, physical or emotional, including, but not limited to: death and/or paralysis, abrasions, emotional injury, musculoskeletal injuries, head injuries, damage to myself, to property, or to others.
2. Injuries as a result of falling off of the climbing wall or any climbing gym apparatus and hitting the landing area, the climbing wall, another climber, a belayer, and object on the ground, negligence of other climbers or myself, visitors, and other persons who may be present.
3. Injuries resulting from falling climbers or dropped items such as, but not limited to, climbing hardware and belay anchors and climbing holds or pieces thereof;
4. Failure of ropes, slings, harnesses, shoes, climbing hardware, auto belays, equipment failure, or any part of the climbing wall structure.
5. Injuries resulting from failure to clip into the autobelay system properly.
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 and activities.

I further acknowledge that the above list is not inclusive of all the possible risks associated with my use of the Top Out 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 the Top Out Climbing Gym, I, the undersigned user, agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE, Top Out Climbing, LLC., its owners, shareholders, officers, directors, employees and agents, from any cause of action, damages, claims, whether known or unknown, anticipated or unanticipated, or demands of any nature whatsoever including any such claims which allege negligent acts or omissions of Top Out Climbing, LLC. that are relating to or arising from any activity involving Top Out Climbing Gym.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. The laws of the State of California shall govern the rights and obligations of the parties this document. In the event that I do file a lawsuit against Top Out Climbing, LLC., I agree to do so solely in Los Angeles County.

In the event of an accident, if I should be unconscious or unable to make medical decision on my behalf, I hereby grant Top Out Climbing, LLC permission to administer first aid, and/or to solicit emergency services as deemed necessary.

Top Out Climbing, LLC reserves the right to use any photograph or video taken at Top Out Climbing Gym, workshops or private events involving Top Out Climbing, LLC, both indoor or outdoor, or any event other sponsored or involving Top Out Climbing, LLC. Such images and videos may be used in promotional materials, brochures, and/or website.

By my electronic signature, I hereby certify that I am of the legal age of consent(18) in the State of California. I also certify that I have read, understood, and agree to the terms contained herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

## Signature of Participant

(18 years and older must sign)

Participant Name

Date



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