



First Name

Last Name

MC RGP

Assumption of Risk, Release and Indemnification

In consideration of my being allowed to use the services of Thresh Hold Indoor Rock Climbing Gyms, Inc., its owners, officers, employees, volunteers, participants and all other persons or entities acting in any capacity on their behalf (herein after referred to as Thresh Hold) I HEREBY ACKNOWLEDGE AND AGREE to the following:

1. **ASSUMPTION OF RISK:** I hereby acknowledge, accept and agree that the sport of rock climbing and the use of Thresh Hold's facilities is inherently dangerous. I received full information regarding Thresh Hold's facilities and had the opportunity to ask any questions that I wished. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the facilities at Thresh Hold, including, but not limited to:
 - a. All manner of injury resulting from falling off the climbing wall and hitting the floor, bouldering pads and corners of such pads, the climbing wall, rock face, people or projections, whether permanently or temporarily in place;
 - b. rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
 - c. injuries resulting from the actions or omissions of others, including but not limited to falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts or personal effects;
 - d. cuts and abrasions resulting from skin contact with the climbing wall or any other surface;
 - e. failure or misuse of ropes, slings, harnesses, climbing holds, anchor points, machinery or any part of the climbing wall;
 - f. failure to follow Thresh Hold employee instruction or failure to ask for information or assistance.
 - g. any injury that may occur while moving on or about the premises for any reason, including but not limited to slips, trips and falls.
 I further acknowledge that the above list is not inclusive of all possible inherent risks associated with the use of Thresh Hold, and I agree that such list in no way limits the extent or reach of this assumption of risk, release and indemnification.
2. **RELEASE:** In consideration of my use of Thresh Hold's facilities and/or participation in any program, competition, special event, camp, group or party offered by or held at Thresh Hold's facilities, I hereby release and discharge Thresh Hold, from any and all liabilities, suits, claims, demand actions or damages (including attorneys fees and disbursement), and losses or costs of any nature whatsoever incurred by me or that are in any way related to or arising out of the use or intended use of Thresh Hold's facilities, whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful death including any such claims which allege negligent acts or omissions of Thresh Hold.
3. **INDEMNIFICATION:** I hereby agree to indemnify Thresh Hold, from any and all causes of action, claims, demands, losses and costs of any nature whatsoever arising out of, or in any way relating to, my use of or movement in or throughout Thresh Hold's facilities, including any such claims which allege negligent acts or omissions of Thresh Hold.

I understand and agree that Thresh Hold and its personnel reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of Thresh Hold's policies, rules and regulations or for any conduct that is viewed as unsafe or inappropriate. I permit Thresh Hold to capture any form of media, be it photo or video, and agree that any such media may be used for any and all purposes that Thresh Hold sees fit. Thresh Hold may add my email address to their mailing list for gym updates and promotions.

This agreement shall be effective and binding upon my heirs, next of kin, executors, and administrators and assigns, in event of my death. By signing this agreement, I waive the 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 or movement in or throughout Thresh Hold's facilities, now or any time in the future, whether caused by negligence on the part of Thresh Hold or not. I agree to pay for all legal fees accumulated by Thresh Hold, incurred by any claims made by me or on my behalf.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This assumption of risk, release and indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators (If under the age of 18, this release must also be signed and filled out below by the parent or guardian of the Minor). My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. 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 myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the substantive law of California, without regard to its conflict of law rules. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient opportunity to read this entire document. I have had the opportunity to ask questions about this document. By signing this document, I acknowledge that if anyone is hurt or property is damaged while I am on the premises, I may be found by a court of law to have waived my right to maintain a lawsuit against Thresh Hold on the basis of any claim from which I have released them herein.

Participant's Name (print clearly)

Address

Participant's Signature

City, State, Zip

Today's Date

Date of Birth

Phone

E-Mail

PARENT'S ADDITIONAL INDEMNIFICATION, TO BE READ AND SIGNED BY PARENT OF MINOR

In consideration of the above minor being permitted by Thresh Hold to participate in its activities and to use its equipment and facilities, I further agree to release Thresh Hold from any and all Claims resulting from minor's participation in or use of Thresh Hold's facilities and have described the risks and dangers of such with the minor, who chooses to participate in spite of the risks. I am familiar with and consent and agree to the terms and provisions set forth in this Assumption of Risk, Release and Indemnification for Thresh Hold.

Signature of Parent

Parent's Name (print clearly)

Today's Date