

**WEBSITE FORM**

Class Time: \_\_\_\_\_

Waiver #: \_\_\_\_\_

**IBEX CLIMBING GYM  
ACKNOWLEDGMENT OF RISK**

**NOTE: ALL PARTS OF WAIVER MUST BE INITIALED AND SIGNED BY THE CHILD'S PARENT OR LEGAL GUARDIAN BEFORE THE CHILD MAY CLIMB. IF WAIVER IS NOT COMPLETED, FRONT AND BACK, IN ITS ENTIRETY THE CHILD WILL NOT CLIMB. NO EXCEPTIONS!!!**

The undersigned user ("User") hereby acknowledges and agrees that the sport of rock climbing and the use of the facilities owned by Sandstone Development L.L.C. and operated by IBEX, Inc. an S Corporation (here-in-after collectively refereed as "The Gym"), including without limitation its' climbing wall and other exercise, fitness, and training facilities and equipment, (Facilities") has inherent risks. User fully recognizes and appreciated the dangers inherent with climbing activities. User is assuming the hazard of the risk upon User since User desires to climb. User realizes that User is subject to injury from this activity and that no form of preplanning can remove all of the danger to which User is being exposed. User further represents and warrants to the Gym that the User has full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Facilities.

**THIS IS A LEGALLY BINDING DOCUMENT, IF NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE SOUGHT.**

By signing this document, you give up your right to bring a court action, now or any time in the future, to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused, arising out of the use of the facilities even if such claim is based upon the actual negligence of the owners, operators and any other person, firm, corporation or entity.

Climber's Name: \_\_\_\_\_ Climber's Signature: \_\_\_\_\_

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Home Phone:(\_\_\_\_)\_\_\_\_\_

**Address**

Street: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Emergency Contact & Phone Number: \_\_\_\_\_ (\_\_\_\_)\_\_\_\_\_

**RELEASE**

1. In consideration of User's being permitted to use the Facilities, user agrees to release and on behalf of User, User's heirs, personal representatives and assigns, hereby does RELEASE the Gym, its officers, directors, shareholders, attorneys, contractors, consultants, assigns, affiliates, agents, and employees (collectively, "Employees") and any other person, firm, corporation or entity of and from any cause of action, claim, demand, right, damage, loss, expense or compensation if any nature whatsoever, including but not limited to any claim of negligence, which User, Users heirs, personal representatives, and assigns may now have or have in the future against the Gym on account of personal injury, property damage, death or accident of any kind, the consequences thereof and the consequential damages there from, arising out of or in any way related to User's use of the Facilities, whether that use is supervised or unsupervised by the Gym or its Employees, regardless of however the injury or damage is caused, including but not limited to, the negligence of the gym and its Employees.

\_\_\_\_\_ **Parents Initials**

2. In consideration of User's being permitted to use the Facilities, User further agrees to **INDEMNIFY AND HOLD HARMLESS** the Gym and its Employees (including without limitation the reasonable attorneys' fees incurred by the Gym and its Employees and any increase in liability insurance premiums incurred by the gym as a result of any claim made or loss suffered by User), such indemnity to be of and from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of, or in any way relating to User's use of the Facilities, regardless of whether User has demonstrated safe climbing techniques to a Wall Supervisor, followed the safety policies set forth below or received training from the Gym and its Employees.

\_\_\_\_\_ **Parents Initials**

3. User hereby represents and warrants to the Gym that the User has full knowledge of the nature and extent of all the risks inherent in the use of the Facilities and that User is Voluntarily assuming all such risks. User understands that User will be solely responsible for any loss or damage, including death User sustains while using the Facilities, and that by this Release; User is relieving the Gym and its employees of and from any and all liability for such loss, damage or death.

\_\_\_\_\_ **Parents Initials**

4. User further represents and warrants to the Gym that User is of lawful age (18 years or older) and otherwise legally competent to sign this release. User further understand that the terms of the release are legally binding and user certifies that User is signing this Release of User's free will, after carefully read and understood its' content.

\_\_\_\_\_ **Parents Initials**

5. User understands that the Gym is permitting User to use the Facilities in reliance upon the binding effect of this Release and upon user's representations and warranties contained in this Release. User further understands that the reasonable rates charged by the Gym are based in large part upon User's willingness to execute this release and users commitment to abide by the Gym's Safety Policies set forth below.

\_\_\_\_\_ **Parents Initials**

6. User **SHALL NOT FILE OR PROSECUTE ANY CIVIL ACTION** against the Gym relating to any of the matters covered by this Release, together with any claim for injury, death or damage occurring through or caused by; fire, water, steam, electricity, repairs, accident or any other cause in the Gym's premises or on lands adjacent there to.

\_\_\_\_\_ **Parents Initials**

7. User acknowledges that IBEX recommend and provides protective head gear, which may prevent permanent brain damage or other serious injury in the event of an accident. User acknowledges this risk and accepts full responsibility and releases IBEX from any, and all liability of personal injury occurred from failure to wear protective headgear.

\_\_\_\_\_ **Parents Initials**

**SIGNATURE OF PARENT REQUIRED FOR ALL CLIMBERS UNDER AGE 18**

I am the parent or legal guardian of the climber named above. I hereby make and enter into each and every waiver and release described above on behalf of myself, the child, and any other parent or guardian of the child. By these waivers and releases, I intend to give up my right, the child's right, and the right of any other parent or guardian of the child to assert or maintain any claim or suit against IBEX Climbing Gym arising out of the child's using the facilities or equipment of, or participation in activities sponsored by, IBEX Climbing Gym. I believe and represent that **I HAVE LEGAL AUTHORITY TO MAKE THE WAIVERS AND RELEASES CONTAINED HEREIN**, and I agree to indemnify and hold harmless IBEX Climbing Gym for all liability arising out of any lack of authority on my part such waivers and releases.

\_\_\_\_\_  
**Print Parents Name Clearly**

\_\_\_\_\_  
**Parent's or Guardian's Signature**

**IN ORDER FOR THIS DOCUMENT TO BE ACCEPTED IT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC AND THEN SIGNED AND STAMPED BY THE NOTARY PUBLIC.**

\_\_\_\_\_  
**PRINT NAME OF NOTARY**

\_\_\_\_\_  
**SIGNATURE OF NOTARY**

\_\_\_\_\_  
**SEAL OF NOTARY**

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