

Assumption of Risk and Responsibility, and Release of Liability for MINOR



Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth	
Address				
City	State	Postal	Country	Home Phone
Email Address		Can we email		
Emergency Contact		Emergency Phone		

Section A: Assumption of Risk and Responsibility, and Release of Liability

WARNING: There are significant elements of risk in any adventure, sport, or activity associated with a "rock gym", climbing wall, bouldering area, and incidental equipment (referred to collectively herein as "Activity"). Although we have taken reasonable steps to provide you with appropriate equipment and skilled instructors, especially when needed or requested, so you can enjoy an Activity for which you may not be skilled, we wish to remind you this Activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can cause loss or damage to your equipment, accidental injury, illness, or in extreme cases, permanent trauma or death. PLEASE TAKE THE TIME TO READ THE FOLLOWING WAIVER AND RELEASE.

ACKNOWLEDGMENT OF RISKS: I and any minor children for whom I am responsible acknowledge and accept that because physical exercise can be strenuous and subject to risk of serious injury, Elite Climbing LLC (referred to herein as "Elite" or "you"), Elite has urged me (or us) to obtain a physical examination from a doctor before engaging in any Activity or using any related equipment. I acknowledge that the following describes some, but not all, of the risks associated with my participation in an Activity: 1) Slips, trips, falls, or painful crashes while using the facilities or equipment, climbing walls, bouldering areas, landing pits and mats, work-out areas, floors below climbing areas, bathroom facilities, or stairs; 2) Risk associated with crossing, climbing, or climbing down/rappelling; 3) Misuses of equipment or facilities or failure of equipment; 4) My physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying, or working out; 5) Fatigue, chill and/or dizziness, which may diminish my (or our) reaction-time and increase the risk of accident, injury, or harm; 6) Abrasion from or entanglement with ropes or equipment; 7) The presence, actions, or falls of other participants, and other objects, such as ropes, holds, and hardware; 8) Travel to, or other participation in, any event, trip, or program. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY: In recognition of the inherent risks in the Activity in which I and any minor children for whom I am responsible will engage, I (or we) confirm that I am (or we are) physically and mentally capable of participating in the Activity and/or using equipment. I (or we) expressly acknowledge and agree that if I (or we) engage in an Activity, or use any Elite amenity or equipment on the premises or off the premises, including any event, program, or trip sponsored by Elite, I (or we) do so entirely at my (or our) own risk. Further, I (or we) participate willingly and voluntarily and assume full responsibility for personal injury, accidents or illness (including death), harm, and any related expenses including without limitation medical expenses. I (or we) also assume responsibility for damage to or loss of my (or our) personal property. I (or we) also assume risk for accidents or injury caused by the negligence of my (or our) belayer or spotter whether such negligence is comparative or contributory. I am (or we are) aware of the meaning of the terms "Unroped Climbing" (aka: "Bouldering"), "Top Rope Climbing" and "Lead Climbing", and understand the differences between these activities. I (or we) accept to be "checked out" by Elite on climbing and belaying skills prior to participation, and agree to follow posted rules. I (or we) acknowledge that wearing appropriate clothing and footwear is a basic safety precaution that

may help prevent injuries. I (or we) assume the risk of personal injury, accidents, and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries, internal injuries; insect bite or allergic reaction; animal bite or attack; shock, paralysis, and/or death; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; and I (or we) acknowledge that during the Activity I (or we) may experience fatigue, chill, and/or dizziness, which may diminish my (or our) reaction time and increase the risk of an accident. I (or we) understand and acknowledge that indoor climbing is not the same as outdoor climbing, which requires additional skills. I (or we) agree to seek qualified instruction before attempting to climb outdoors. Disputes: The laws of the state of New Jersey shall govern the rights and obligations of the parties to this document and the interpretation, construction, and enforceability thereof. I (or we) agree not to institute any lawsuit against Elite except in the Superior Court of New Jersey, Burlington County; provided, however, Elite shall have the right to compel arbitration of any controversy arising under this document in Burlington County, New Jersey, before the American Arbitration Association, in accordance with its rules applicable at the time.

[____]

AUTHORIZATION: I (or we) hereby authorize any medical treatment you deem necessary in the event of any injury or illness while participating in the Activity. I (or we) either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services incurred on my (or our) behalf.

WAIVER AND RELEASE: In consideration of services or property provided, I, for myself and for any minor children for which I am parent, legal guardian, or otherwise responsible, and any heirs, personal representatives, or assigns, hereby do release and discharge forever from claims and causes of action, and agree to defend, indemnify, and hold harmless: Elite Climbing, LLC d/b/a Elite Climbing, its principals, members, directors, officers, heirs, personal representatives, agents, employees, representatives, affiliates, successors, assigns, and volunteers, and each and every landowner, municipal, and/or governmental agency upon whose property an Activity is conducted (all referred to herein as "Releasees"), from all liability, and waive any and all rights and any claim for damage arising from or relating to any causes whatsoever, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. This waiver and release of liability, and agreement to hold harmless, includes, without limitation, all injuries, harm, or damage that may occur as a result of (1) use of any or all amenities and equipment in any facility run by Elite and in participation in any Activity; (2) the sudden and unforeseen malfunctioning of any equipment; (3) instruction, training, and supervision by Elite or any of its owners, employees, or representatives, including the absence of such instruction, training, or supervision; (4) participation in any event, trip, or program sponsored by Elite, including but not limited to, travel to and from such event, trip, or program; and (5) slipping, tripping, or falling while on a trip or in the facility or on the facility's premises, including adjacent sidewalks and parking areas.

I acknowledge and agree that Elite Climbing reserves the right to use any photographs or videos taken at the facility on a trip or in connection with any other activity involving Elite Climbing, to be used in Elite Climbing promotional materials, brochures, social media, and website.

[____]

SECTION B: FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

I represent that I am the parent or legal guardian of the above individual (the "Participant"), and I hereby consent to the Participant's using Elite's facilities, participating in events and programs sponsored by Elite, and engaging in an Activity as defined herein. I understand and agree that I am responsible for the behavior of the Participant. This is to certify that I, as parent or guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above of all the Releasees, and for ourselves, our heirs, assigns, and next of kin, and I agree to release, discharge, and indemnify and hold harmless the Releasees from any and all liabilities incident to the minor child's involvement or participation in these programs as provided in more detail in Section A of this

document, EVEN IF ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to defend, indemnify and hold harmless Releasees against any claims that are or might be made by the minor child under my care related to any and all liabilities incident to the minor child's involvement or participation in these programs as provided above, EVEN IF ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I incorporate as if restated in its entirety, all of the provisions set forth in Section A and Section C on behalf of the minor child under my care.

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Section C: ELITE CLIMBING RULES AND REGULATIONS

- All customers and Participants MUST check in at the front desk before entering the climbing area.
- Climbing is inherently dangerous. All customers must sign the Assumption of Risks and Responsibility, and Release of Liability. Minors 18 years or younger must have their form signed by a parent or legal guardian.
- Elite Climbing reserves the right to remove people from the premises for unsafe or inappropriate behavior. NO refunds.
- Climbers are not permitted to be under the influence of drugs or alcohol. No smoking in Elite Climbing.
- Parents/Legal Guardians are responsible for the behavior of their children while at Elite Climbing.
- No teaching others to belay. ONLY Elite Climbing's staff can teach at our facility. Personal belay devices prohibited.
- Elite Climbing is not responsible for lost, damaged, or stolen property while in or on the premises, including sidewalks or parking lots.
- Birthday parties and group's participants are not permitted in the bouldering area unless supervised by our staff.
- Children under the age of 7 are not permitted in the bouldering area unless engaged in an activity supervised by Elite.
- Children between 7 and 13 years of age are permitted in the bouldering area only supervised by one of our personnel.
- No one under the age of 16 is allowed to belay unless permission is given by Elite Climbing personnel.
- Individuals desiring to top rope belay, lead climb or lead belay must take and pass Elite Belay Safety Check. Individuals that do not wish to take or do not pass the Belay Safety Check cannot belay in our facility.
- Elite reserves the right to add or change Elite's policies and rules and regulation from time to time. Any such addition or change will be posted in the lobby of the Elite facility. Participants are required to inform themselves of changes to policies and rules and regulations.

I have read and understood Section A, Section B, and Section C (Rules and Regulations) of this document, including acknowledgment of risks, assumption of risks and responsibility, waiver and release of liability, and Rules and Regulations. I understand that by signing this from I am (or we are) waiving valuable legal rights, and that I and any minor child from whom I am responsible, shall have no right to sue. By signing this document I further acknowledge that I (or we) understand its content, that this waiver and release cannot be modified orally, and that this waiver and release document has no expiration date. 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.

Parent(s) or Court-Appointed Legal Guardian(s) must sign below for _____ and agree that they and the minor are subject to all the terms of this document, as set forth above.

Signature of Parent(s)

(or Legal Court Appointed Guardian)

[_____]

Parent/Guardian Name _____

Date

April 12, 2017

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