

Summit Climbing Gym
1040 Mustang Dr.
Grapevine, TX 76051
Phone: 817-421-3888
Fax: 817-421-2332
www.summitrockgym.com



Release of Liability

Please print all information legibly and fill out form completely.

Notice: This is a legally binding contract. In consideration of my being permitted by Climbing Solutions LLC, DBA Summit Climbing Gym ("Summit") to climb at its facility, portable wall and/or participate in any program offered by Summit, including its climbing school, I agree to the following waiver and release and I make the following representations:

I hereby acknowledge the inherent extreme risk in rock climbing, including climbing on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls and equipment, bad decision-making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may become loose or damaged, and freakish accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing and I agree that said list in no way limits the extent or reach of this release. **I voluntarily assume all such risks with full knowledge and appreciation of the danger and risk involved.**

I voluntarily agree to assume all risk of personal injury, including paralysis and death, that may occur while I am in the facility, or participating in an event or program or while I am climbing anywhere at any time, whether or not under supervision of Summit personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend Summit, its successors, assigns, officers, employees, and wall designers and buildings, hold manufacturers, lessors, affiliated organizations and agents from all liability for any such damage, injury, paralysis or death which may result. **This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Summit or the other parties released.**

I am in good health and have no physical limitations which would affect my safe use of the facilities. I agree to pay attention to the state of any ropes, anchors and other equipment I may use, and to advise staff members if I do any damage or notice any damage. I certify that I have read the posted rules, and I agree to abide by these rules and any future rules, and if staff makes a specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills, and I agree to seek qualified instruction before attempting to climb outdoors.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be effective and binding upon me and my assigns, heirs, representatives, executors and administrators. If under the age of 18, this release must be signed by the parent/guardian of the minor, and I agree to indemnify and hold harmless Summit and the other released parties in the event a minor member of my family sues them or any one of them.

I understand that this release is a contract. No oral representations, statements or inducements apart from the above written agreement have been made. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. I further expressly agree that this release, waiver and indemnification agreement is intended to be as broad and inclusive as is permissible by the laws of the State of Texas and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Climber/Belayer's Printed Name: _____ Date of Birth: ___/___/___

Climber/Belayer's Signature: _____ Date: ___/___/___

Home Phone: (____) ____-____ Other Phone: (____) ____-____ E-Mail Address: _____

Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact Name: _____ Emergency Contact Phone Number: (____) ____-____

To be read and signed by parent/guardian* of a minor:

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent to the terms and provisions set forth in this Release.

Signature of parent/guardian*: _____ Date: ___/___/___

*Note: Guardianship must be established through Texas courts and documentation must be provided. Medical power of attorney will not be sufficient.