Youth Waiver: Desert Climbing Centers, LLC dba SolidRock Gym

Release, Acknowledgement of Risk, Waiver of Liability, and Indemnification Agreement

Youth Name _____
Address _____
_____
_____
Birthdate _____

WARNING: This agreement is legally binding. If any aspect of this agreement requires clarification, have a SolidRock Gym employee fully explain, before signing. In signing this document, you are waiving the right to bring a court action to recover compensation or obtain any other remedy for any personal injuries, damage to property, accident of any kind, arising out of use by the below named youth of the SolidRock Gym facilities, climbing walls, equipment, participation in classes, or activities sponsored by the SolidRock Gym, whether that use is supervised or unsupervised.

All youth (those clients fifteen years or younger) must be directly supervised by a SolidRock Gym certified adult (any client eighteen years or more that has successfully completed SolidRock Gym's general waiver certification), or be a participant in a SolidRock Gym program. This form is being completed by the below named youths parent or legal guardian. I hereby, agree to release, indemnify and hold harmless the landlord of the SolidRock Gym, any persons who have designed, manufactured, or installed the facilities, climbing walls, or equipment at the SolidRock Gym. I agree to release, indemnify and hold harmless all persons at the SolidRock Gym; officers, agents, employees, volunteer assistants, other climbers, visitors, or persons who may be present, from any cause of action, claims, or demands whatsoever. This agreement is binding even if the released persons have contributed to injuries through their individual or collective negligence. This agreement is binding on myself, the below named youth, heirs, next of kin, assigns, and personal representatives. Rock climbing, as a sport, has inherent risks. SolidRock Gym offers the sport of rock climbing in a controlled environment, but there is still an assumed risk of injury using the SolidRock Gym. I hereby acknowledge and agree the sport of rock climbing and the use of the SolidRock Gym facilities, equipment, climbing walls, taking of classes, and/or participating in activities sponsored by the SolidRock Gym has inherent risks. Those risks include, but are not limited to: All manner of injury resulting from:

- Negligent misuse of the facilities, climbing walls, or equipment of the SolidRock Gym.
  Including, but not limited to, injuries incurred while using the climbing walls, the landing zones, the work-out equipment, the stairs, the locker, shower, and restroom facilities, and the retail area. The ropes, holds, harnesses, climbing hardware, or any part of the climbing wall structure.

- Falling off and/or impacting against climbing walls, and projections (permanently or temporarily in place), and floor.

- Rope abrasion, entanglement and other activities on or near the climbing walls.
  Including, but not limited to, climbing, belaying, rappelling, lowering on rope, and any other rope techniques.

- Cuts and abrasions resulting from skin contact with climbing wall.

- Slips, trips, falls, or other, in using the facilities, walls, or equipment of the SolidRock Gym. Including, but not limited to, injuries incurred while using the climbing walls, the landing zones, the work-out equipment, the stairs, the locker, shower, and restroom facilities, and the retail area. The ropes, holds, harnesses, climbing hardware, or any part of the climbing wall structure.

- Personal health problems, physical conditions, or other personal areas of concern. Including, but not limited to, non-sufficient health, physical condition, heart, back, muscular, or obesity conditions.

- Negligence of other climbers, visitors, or persons who may be present at the SolidRock Gym.

- Negligence of the owners, employees, or volunteer assistants of the SolidRock Gym.

- Negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after injuries have occurred.

I have been warned and am aware of these and numerous other inherent risks in using the SolidRock Gym facilities, climbing walls, and equipment. I fully understand that the below named youth must be directly supervised by a SolidRock Gym waiver certified adult and accept responsibility for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. In consideration of the below named youth using the SolidRock Gym, I, the undersigned, agree to release all from liability, discharge, and promise not to sue.

My signature below indicates I have read the above.

Dated _____ Print Youth Name _____

Adult Signature _____ Print Adult Name _____

Warning: this agreement is legally binding and the information herein is admissible as evidence supporting SolidRock Gym's thoroughness in informing and making safety awareness to all clients. By signing this document you are demonstrating knowledge of youth requirements and you are responsible for any loss or damage. I, the undersigned, understand that each of the following statements is a safety skill that a SolidRock Gym waiver certified adult must be responsible for, for the below named youth.

Initials _____

I, the undersigned, acknowledge a safety responsibility is the ability to correctly use a climbing harness, properly secure a locking caribiner, and use both properly and as intended, to prevent any possible accident, injury, loss or damage.

Initials _____

I, the undersigned, acknowledge a safety responsibility is the ability to correctly tie in the climbing rope as per the SolidRock Gym and manufacturing company specifications, to properly secure climber to the harness for their safety and the safety of others, and to prevent any possible accident, injury, loss or damage.
Initials _____

I, the undersigned, acknowledge a safety responsibility is the ability to correctly belay and lower off an

individual, securing the rope and using a belay device as per the SolidRock Gym and manufacturing company specifications to prevent any possible accident, injury, loss or damage.

Initials _____

I, the undersigned, acknowledge the below named youth must obey the regulations outlined in the posted SolidRock Gym Regulations and Policies of Use document.

Initials _____

I, the undersigned, acknowledge that as per SolidRock Gym's insurance requirements a climbing safety helmet is available, free of charge, and I am permitting the below named youth use of the SolidRock Gym's indoor rock climbing without such item.

Initials _____

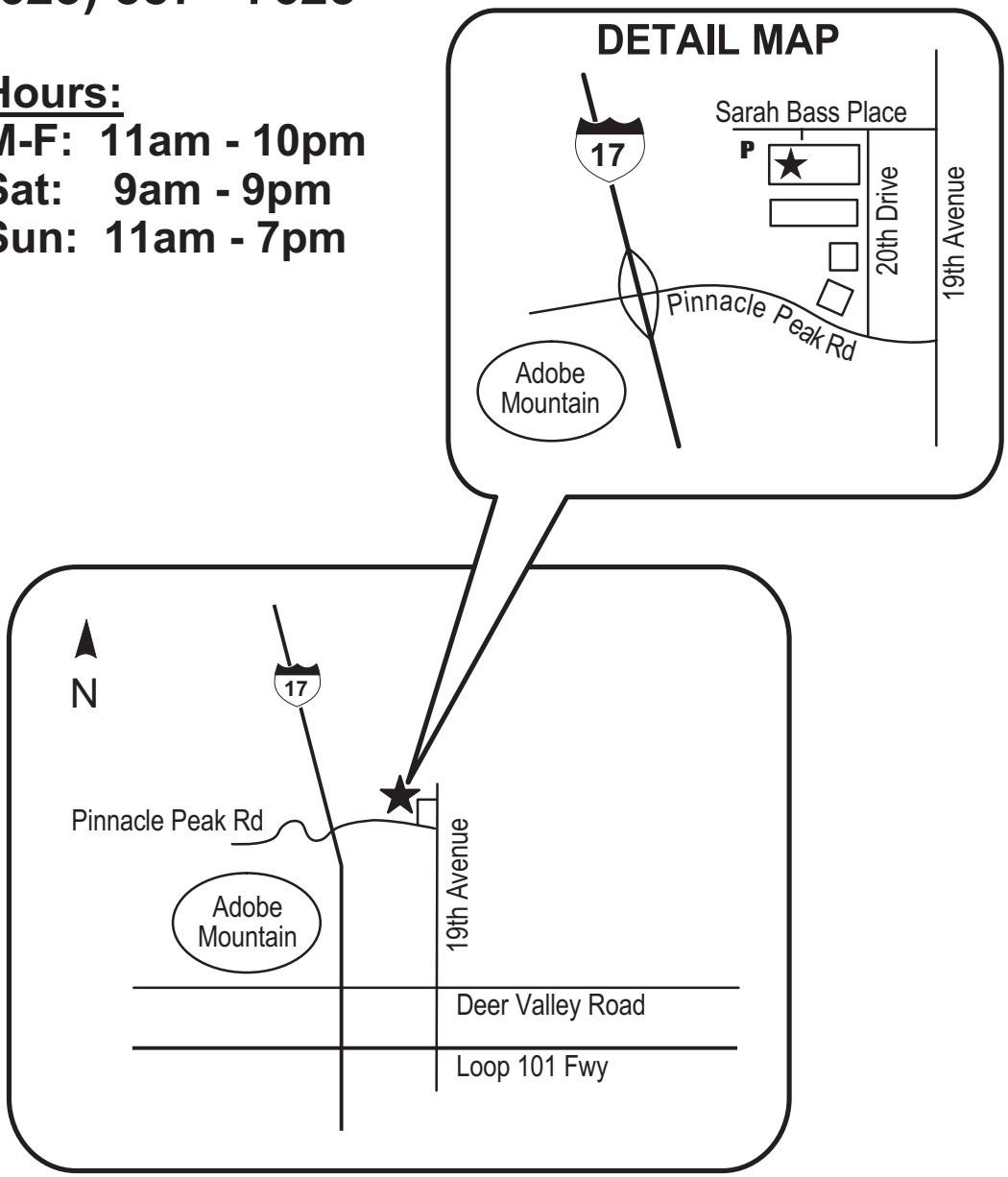
I, the undersigned, have read and initialed all of these statements certifying responsibility for skills and actions must be undertaken by a SolidRock Gym waiver certified adult. I have knowledge of the nature and extent of the risks inherent in rock climbing and in using the SolidRock Gym facilities. I have initialed these with the knowledge that SolidRock Gym has taken careful and extensive measures to prevent accidents, injuries, losses, damages, and that there are numerous other skills and inherent risks than those listed above. I acknowledge I am relieving the SolidRock Gym of any and all liability for injuries, damages, or losses to myself, the below named youth, other persons, or the SolidRock Gym. I have read this agreement thoroughly and understand the terms. NO oral representations or statements or inducements have been made to me that change, alter, or modify anything within the written agreement. I agree to said terms.

Dated _____ Print Youth Name _____

Adult Signature _____ Print Adult Name _____

Solid Rock gym

INDOOR ROCK CLIMBING

23620 N. 20th Drive, Suite #24
Phoenix, AZ 85027
(623) 587 - 7625

Hours:
M-F: 11am - 10pm
Sat: 9am - 9pm
Sun: 11am - 7pm