

The attached Acknowledgment of Risk form is required to be filled out by all participants of the Virginia Beach Indoor Rock Climbing Gym. If this paperwork is **not** returned filled out properly, the individual will **not** be allowed to participate. The policies concerning this paperwork are required by both our legal team and our insurance company and are, therefore, **non-negotiable**. Carefully **read** the document in its entirety. The following checklist will help insure that the paperwork is completely and properly filled out after reading the entire document. If the participant is under the age of 18, a parent or legal guardian must **read** the document in its entirety and complete the items on the following checklist.

- Print legibly the participant's name on the left side of page one in the space provided
- Fill out the address and phone number at the bottom of page one
- Enter the date on the line following the first paragraph
- Initial at the bottom of **each** page on the line provided
- On the third page, rewrite the sentence in quotes ("I have read, understood, and agree to the above") on the line provided
- The participant signs on the line provided for signature of participant
- If the participant is under the age of 18, a parent or legal guardian must initial each page. The parent or legal guardian must also rewrite the sentence and sign on the line provided.

The Helmet Waiver, which may or may not be included with this paperwork, is an optional document related to the use of protective headgear. The Virginia Beach Indoor Rock Climbing Gym and its insurance company recommend the use of a helmet when climbing. The Virginia Beach Indoor Rock Climbing Gym does require all participants under the age of 14 to use a helmet. However, participants 14 years of age and older may choose not to wear a helmet. If you do not wish to wear a helmet you must read, fill out and sign the Helmet Waiver form. Carefully **read** the document in its entirety. The following checklist will help insure that the paperwork is completely and properly filled out after reading the entire document.

- Rewrite the sentence in quotes on the line provided
- Sign on the line provided
- Fill in the date and your date of birth on the line provided
- If the participant is under the age of 18, a parent or guardian must sign on the line provided and must rewrite the sentence in quotes.

VIRGINIA BEACH INDOOR ROCK CLIMBING GYM, INC.
d/b/a

VIRGINIA BEACH INDOOR
ROCK CLIMBING GYM
**ACKNOWLEDGMENT
OF RISK**



First Name

Last Name

NOTICE: THIS
ACKNOWLEDGEMENT OF RISK FORM
IS A CONTRACT WITH LEGAL
CONSEQUENCES. READ IT
CAREFULLY BEFORE SIGNING.

**Please accept my participation in
the use of all the facilities of
VIRGINIA BEACH INDOOR ROCK
CLIMBING Gym on _____**

I warrant and guarantee that I am a valid current member or guest of VIRGINIA BEACH INDOOR ROCK CLIMBING GYM and understand that participation is contingent upon MY being so and is restricted solely members or guests. In consideration of the acceptance of my application for entry participation and use of VIRGINIA BEACH INDOOR ROCK CLIMBING GYM facilities, I hereby freely agree to and make the following contractual representations and agreement. I fully realize and acknowledge the dangers of participating in those activities within VIRGINIA BEACH INDOOR ROCK CLIMBING GYM including but not necessarily limited to rock climbing, top roping, and bouldering, and fully assume the risks associated with such participation including by way of example, and not limitation, the following: the dangers of both physical and mental limitations of myself and the other participants; unexpected failure of the structure itself, equipment and/or gear, injury from falling off the climbing wall or bouldering face and impacting with the wall, equipment, other participants, projections, and/or the floor; rope abrasion, entanglement, dropped and falling gear and other equipment related injuries; cuts, abrasions and bruises resulting from falling and impacting with the wall, structure, or floor; head trauma from failure to use , or use of protective headgear; and the possibility of serious physical and/or mental trauma, injury, or death associated with such a high risk activity.

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Address _____

Phone _____
Date of Birth _____

Initials

As a member or guest of VIRGINIA BEACH INDOOR ROCK CLIMBING GYM, I realize and agree to be partly responsible for the set-up and maintenance of the area to be employed for this use and accept same in an "as is" condition at time of its use, fully realizing that I and the others may be subjected certain unsafe practices and conditions created by other participants.

COMPLIANCE WITH RULES AND REGULATIONS AND CONDUCT OF Participant:

Participant agrees to be subject to the control and guidance of the gym staff while on the premises and will follow the instructions of gym personnel. Participant agrees to conduct him/herself in a quiet and well-mannered fashion while on the premises and reserve all criticism of any kind of the gym, other gym members, guests, or other gym personnel until in a private gym office with the gym manager. Participant agrees to obey and comply with all rules and regulations that are or may in the future be prescribed by the gym; the gym reserves the right to evict, revoke or terminate any Participant if he/she fails to keep or obey any such rules or regulations.

I agree it is my sole responsibility to be familiar with the (Equipment and Area Selected) the safety rules and any special VIRGINIA BEACH INDOOR ROCK CLIMBING GYM standards and guidelines requirements for the event. I understand and agree that situations may arise during the activity which may be beyond the immediate control of the instructor or organizers, and I accept the risk and responsibility for such and also for the condition and adequacy of my safety equipment. I understand wearing a hard shell helmet can sometimes protect against serious head injury, and assume all responsibility and liability for the selection of or failure to use such a helmet. I fully understand that no inspections or representations are made as to the adequacy of the clothing or personal use equipment by anyone other than the participants themselves and assume the risk that this entails. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

CONSENT TO TREATMENT: Additionally, in further consideration of my right to participate in the activities available, I consent to receive any and all emergency medical treatment as may be appropriate under the existing circumstances as then determined by the gym or any of its agents.

RELEASE: I hereby release and discharge Virginia Beach Indoor Rock Climbing Gym, its owners, affiliates, agents and employees, and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including attorney's fees and disbursement) incurred by me arising out of the use or intended use of the Virginia Beach Indoor Rock Climbing Gym, including, without

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limitation, all claims for claims for property damages, personal injuries or wrongful death except to the extent that such loss or damages is caused by or results from the negligence of any such party, or otherwise pursuant to the laws of the Commonwealth of Virginia. This release is binding on my heirs, assigns and agents. If I see or hear anything I feel is questionable or dangerous, it is my responsibility to ask or inform Virginia Beach Indoor Rock Climbing Gym employees, until corrected or satisfactorily answered.

MODEL RELEASE: I hereby irrevocably consent to and authorize the use and reproduction by you, or anyone authorized by you, of any and all photographs which you have taken of me, negative or positive, proofs of which are hereto attached, for any purpose whatsoever, without further compensation to me. All negatives and positives, together with the prints shall constitute your property, solely and completely.

AGREEMENT IS LEGALLY BINDING: I agree, for myself and successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for negligence.

CHANGES TO TERMS OF THIS AGREEMENT: This agreement may not be modified orally, and a waiver of any provision, or the finding by any Court that a provision is not valid shall not be construed as a modification of any other provision herein, or as a consent to a modification of any other provision herein, or as a consent to any subsequent waiver or modification; **nor shall it affect the validity of the balance of the provisions of this agreement.**

PARENT or GUARDIAN of a Minor: I/we as parent(s) or guardian(s) of (under 18 years) the below named minor, hereby give my/our permission for my/our child or ward to participate in the event, and further agree, individually and on behalf of my/our child or ward, to the terms of the above.

In witness hereof:

[Customer must write above his signature on the line provided...]

"I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE"

Signature of Participant _____

Signature of both parents, or legal guardians of minor:

Father _____ Mother _____

Date _____ Age _____

Name (print) _____

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