

# **VERTICAL DREAMS, INC. ROCK GYM INFORMED CONSENT, ACKNOWLEDGEMENT AND RELEASE**

## **Acknowledgment of Risk, Release/Indemnification of All Claims/Covenant Not to Sue**

**NOTICE:** This is a legally binding agreement. By signing this agreement, you give up your right to bring court action to recover compensation or obtain any other remedy for any injury (including death) to you, your children or your property, however caused arising out of use of the facilities of Vertical Dreams, Inc., now or any time in the future. The information contained throughout this agreement and especially in the "Acknowledgment of Risk" and "Release" and "Safety Contract" section is interchangeable for the climber and/or parent who, by execution of this Agreement, authorizes their minor child to use the facilities of Vertical Dreams, Inc. "I" or "myself" is completely interchangeable with "my child" herein, as applicable. Climbing is Dangerous (for anyone!!!)

**Acknowledgment of Risk.** I hereby acknowledge and agree that the sport of rock climbing and the use of the facilities of Vertical Dreams, Inc. have inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the climbing gym, including but not limited to:

1. All manner of injury resulting from falling off the climbing gym and hitting rock faces and/or projections, whether permanently or temporarily in place, or on the floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing gym such as, but not limited to climbing, belaying, lowering on ropes, rescue systems, and other rope techniques.
3. Injuries resulting from fallen climbers or dropped items, such as, but not limited to, ropes, climbing hardware and or holds.
4. Cuts and abrasions resulting from skin contact with the climbing gym and or the gym's devices and or hardware.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing gym structure.

**I further acknowledge that the above list is not exclusive of all the possible risks associated with the use of the climbing gym and that the above list in no way limits the extent or reach of the release and covenant not to sue.**

**Release/Indemnification and Covenant Not to Sue.** In consideration of my use of the climbing gym, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns **HEREBY DO RELEASE** Vertical Dreams, Inc., its officers, agents, sponsors, and employees from any cause of action, claims, demands, losses, or costs of any nature whatever arising out of any relating to my use of the climbing gym.

In consideration of my use of the facilities of Vertical Dreams, Inc., I agree to INDEMNIFY AND HOLD HARMLESS Vertical Dreams, Inc., its officers, directors, shareholders, agents and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of any way relating to my use of the climbing gym.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the climbing gym and that I am voluntarily assuming the risks. I understand that I will solely be responsible for any losses or damage, including death, I sustain while using the Vertical Dreams, Inc. climbing gym and that by this agreement, I am releasing Vertical Dreams, Inc. and/or its agents from any and claims arising from my use of the Vertical Dreams, Inc. climbing gym. Should I, or anyone on my behalf, attempt to bring any claims against Vertical Dreams, Inc. that are released herein, I shall be liable to Vertical Dreams, Inc. for all legal fees and costs incurred by Vertical Dreams, Inc. in any such action.

By signing this Release and Acknowledgement, I hereby certify that I have not taken or consumed any alcoholic beverage, illegal drugs, or prescriptive medications (which may affect my ability to climb, in any way) within 24 hours prior to entering the facility.

I understand that this Waiver and Acknowledgement shall remain on file with Vertical Dreams, Inc. and shall remain valid and enforceable unless revoked by me in writing and delivered to Vertical Dreams, Inc. or revoked, terminated or superseded by Vertical Dreams, Inc.

**I have read and fully understand this Release and Acknowledgment. I further certify that I (and anyone for whom I am signing this agreement for) is in good health and have no physical limitations which would preclude safe use of the facilities.**

X dated this day \_\_\_\_/\_\_\_\_/\_\_\_\_ (mm/dd/yy),

Legibly print name: X \_\_\_\_\_

Signed(Climber): X \_\_\_\_\_ CLIMBER signature REQUIRED

Signed (PARENT): X \_\_\_\_\_

PARENT Signature REQUIRED HERE if climber is under 18!!! I, as a parent or legal guardian of the above minor under 18 years of age, hereby authorize the minor climber identified above to use the facilities having read and understood the terms and conditions of this Acknowledgement and Release. I further represent that I have the legal right to provide this Acknowledgement and Release on behalf of the minor climber identified above.

**Email Address** (will only be used for our newsletter or to notify you about specials)

X \_\_\_\_\_

X \_\_\_\_\_ (Mailing Address)

X \_\_\_\_\_ (CITY), \_\_\_\_\_ (STATE), \_\_\_\_\_ (ZIP)

X \_\_\_\_/\_\_\_\_/\_\_\_\_ Climber's Date of Birth (mo/day/year)

X \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Climber's Phone Number

**Emergency Contact** Information: In case of Emergency call this person:

X(Whom?) \_\_\_\_\_ (Phone #?) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Safety Policies:**

**I, the undersigned user of the Vertical Dreams, Inc. facilities, hereby agree to abide by, and to help encourage, the following safety policies:**

- 1. All climbers must have signed Acknowledgement and Release form on file at the front desk and, to gain access to the climbing gym, present necessary identification, if requested. Climbers must read and obey current "Gym Rules" revised and posted at the front desk.**
- 2. Climbers will tie directly into their harness with a figure 8 follow-through knot**
3. When bouldering, keep feet three feet or lower from the ground. Use a spotter.
4. Climbers and belayers will use formal belay commands and safety checks
5. Instruction is to be done by Vertical Dreams, Inc. staff agents only. We teach in our gym.
- 6. No loose chalk. Please use a chalk ball.**
7. Lead climbers must supply their own reasonable UIAA- approved rope. Approved climbing equipment only. You must also pass our safety check before you are allowed to lead in our gym.
8. All personal items must be stored in bins. Please help keep the floor and benches clear. Put your gear away!!
9. Shirts are mandatory.
10. Where judgment and logistical constraints permit, we will teach 13 and older to belay.
11. Route setting by approval of Vertical Dreams, Inc. Management Only.
12. Vertical Dreams, Inc. reserves the right to deny access to its facilities to any individual permanently or for a specified period for breach of contract of the safety policies, or for any conduct that is viewed as unsafe or inappropriate.
13. No one under 13 years of age will be allowed to belay unless specific permission is given by Vertical Dreams, Inc. or its agents.