

ATLANTA ROCKS! INTOWN
1019-A COLLIER RD
ATLANTA, GEORGIA 30318
TEL 404-351-3009
FAX 404-351-5993



WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

NOTICE; THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY OR FOR YOUR DEATH ARISING OUT OF YOUR USE OF THE ATLANTA ROCKS INDOOR CLIMBING GYM, NOW OR ANYTIME IN THE FUTURE.

ACKNOWLEDGEMENT OF RISK

I, the undersigned user, hereby acknowledge and agree that the sport of rock climbing and the use of the Atlanta Rocks Indoor Climbing facility, located at 1019-A Collier Road, Atlanta, Georgia (Atlanta Rocks Indoor Climbing Gym) poses inherent risks. I have full knowledge of the nature and extent of all of the risks associated with the use of the Atlanta Rocks Indoor Climbing Gym, including, but not limited to:

- 1 All manner of injury, including, but not limited to death and/or paralysis, from falling off of the climbing wall or any climbing gym apparatus and hitting the landing area, the climbing wall, another climber, a belayer or an object on the ground;
- 2 Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing walls or apparatus;
- 3 Injuries resulting from falling climbers or dropped items such as, but not limited to, climbing hardware and belay anchors and climbing holds or pieces thereof;
- 4 Cuts and abrasions resulting from skin contact with ropes, climbing hardware and climbing walls;
- 5 Failure of ropes, slings, harnesses, shoes, climbing hardware, anchor points, or any part of the climbing wall structure.
- 6 Injuries resulting from the use of exercise equipment including, but not limited to, rotating climbing walls, free weights, mechanized or electrical exercise machines and other exercise or fitness related devices.
- 7 Atlanta Rocks Indoor Climbing Gym makes available, to all gym users, safety helmets at no charge. Gym users are encouraged to use helmets at all times when climbing or belaying other climbers while in the gym. If you choose not to use a helmet you agree to assume the additional risks associated with climbing without a helmet.

I further acknowledge that the above list is not inclusive of all the possible risks associated with my use of the Atlanta Rocks Indoor Climbing Gym and that the above list in no way limits the extent or reach of this Release/Indemnification and Covenant Not to Sue.

RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my use of the Atlanta Rocks Indoor Climbing Gym, I, the undersigned user, agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE, Atlanta Rocks West, Inc., d/b/a Atlanta Rocks!, 1019-A Collier Rd, Atlanta, GA 30318 (hereinafter, Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents, from any cause of action, claims, or demands of any nature whatsoever (except for gross negligence and willful misconduct), which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the Atlanta Rocks Indoor Climbing Gym, whether that use is supervised, unsupervised, however the injury or damage is caused, including but not limited to, the negligence of Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents.

In consideration of my use of the Atlanta Rocks Indoor Climbing Gym, I the undersigned user, do hereby agree to **indemnify and hold harmless**, the Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or intentional misconduct of the Atlanta Rocks Climbing Gym or its officers, directors, employees and agents) arising out of or in any way relating to my use of the Atlanta Rocks Indoor Climbing Gym.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Atlanta Rocks Indoor Climbing Gym and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using the Atlanta Rocks Indoor Climbing Gym and that by signing this Agreement, I am relieving the Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents, of any and all liability for such loss, damage or death.

I further certify that I am in good health and that I have no physical limitations which would preclude my safe use of the Atlanta Rocks Indoor Climbing Gym. I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this agreement is duly executed this _____ day of _____, _____.

User's Signature _____ email address _____

Date of Birth _____ Age _____

Name (Print) _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Emergency Contact Name _____ Telephone Number _____

If User is under 18 years old: Parent/Guardian Consent: I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this **Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.**

Parent/Guardian Signature _____