

## CLIMBZONE HOWELL RELEASE OF LIABILITY AND ASSUMPTION OF RISK

|                         |            |   |          |               |
|-------------------------|------------|---|----------|---------------|
| LAST NAME               |            | FIRST NAME                                  | MI       | DATE OF BIRTH |
| ADDRESS                 |            | CITY  | STATE    | ZIP           |
| PRIMARY/CELL/HOME PHONE | WORK PHONE | EMAIL (EMAIL ADDRESSES ARE NOT SHARED/SOLD) |          | GENDER        |
| EMERGENCY CONTACT       |            | EMERGENCY PHONE                             | RELATION |               |

**In consideration of being allowed to participate in any way in the program, related events and activities (hereafter called the Program), I the undersigned, acknowledge, appreciate, and agree that:**

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for permanent paralysis, disability and death. These risks include but are not limited to: Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; falling from heights, risk of falling climbers, falling ropes, uneven mats, running into other climbers / participants / spectators, excessive heat, weather elements, wind, motorized accidents, electrocution. I agree to wear any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves the RELEASEES from any liability whatsoever.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation in the Program.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I recognize that it may be necessary for the (Releasees) to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the (Releasees) right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.
5. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.
6. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CLIMBZONE, LLC, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, permit grantors, independent contractors, sub-contractors and, if applicable, owners and lessors of premises used to conduct the Program (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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|---|-------|
| SIGNATURE OF PARTICIPANT (18 YEARS OLD OR OLDER MUST SIGN): | DATE: |
|---|-------|

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|--|------|
| <b>PARENT(S) OR LEGAL GUARDIAN(S) MUST SIGN BELOW FOR:</b>   |      |
| NAME OF MINOR: _____   |      |
| AND AGREE THAT THEY AND THE MINOR ARE SUBJECT TO ALL THE TERMS OF THIS DOCUMENT, AS SET FORTH ABOVE. |      |
| PARENT/GUARDIAN SIGNATURE (IF UNDER 18 YEARS OF AGE)   | DATE |