

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

WARNING, THIS AGREEMENT IS LEGALLY BINDING by signing it, you give up your right to recover compensation through the courts or otherwise, for any personal injuries or damage to your property, or for your death, arising out of your use of the Everlast Climbing Industries, Inc. (ECI) rock climbing walls or equipment, or arising out of your participation in classes or activities sponsored by ECI. You will be releasing the landlord of ECI any persons who have designed, manufactured or installed the facilities, climbing walls or equipment of ECI and any persons using the climbing walls or equipment of ECI. This agreement is binding on you, your heirs, next of kin, assigns, and personal representatives. This agreement also requires you to indemnify and hold harmless the persons released from any losses, liabilities, damages and costs.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

I, the undersigned, acknowledge and agree that the use of the facilities, climbing walls or equipment of ECI and the taking of classes or participating in activities sponsored by ECI has **INHERENT RISKS**. Those risks include, but are not limited to the following:

1. Injuries resulting from the negligence of the owner, operators, employees or volunteer assistants of ECI or the negligence of other climbers, visitors or persons who may be present at ECI or the negligence of the designers manufacturers or installers of the facilities, climbing walls or equipment of ECI or the negligence of the landlord of ECI.
2. Injuries or death resulting from the failure or negligent misuse of the facilities, climbing walls or equipment of ECI.
3. Injuries resulting from slips, trips or falls while using the facilities, climbing walls or equipment of ECI.
4. Injuries resulting from the fall of other persons who may come into contact with me or from any falls in which I come into contact with other persons.
5. Injuries that occur from the negligence or lack of adequate training of those volunteers or employees of ECI who seek to assist with medical or other help either before or after injuries have occurred.
6. Injuries resulting from the failure of equipment used at ECI, including but not limited to, failure of ropes, slings, harnesses, belay devices, handholds, anchor points and any other part of the climbing structure.

I am aware of these and numerous other inherent risks in using ECI facilities, climbing walls or equipment. I freely and voluntarily assume complete responsibility for these risks and for the injuries that may occur as a result of these risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be solely responsible for any loss of damage I sustain, including personal injuries to me, damage to my property, or damage arising out of my death.

Initial _____ (If participant under 18. Parent/Legal Guardian must initial.)

RELEASE AND PROMISE NOT TO SUE

In consideration of my observing or using the facilities, climbing walls or equipment of ECI and/or in consideration of my participating in the classes or activities sponsored by ECI, I hereby agree to release from all liability, discharge, and promise not to sue ECI, or any member, employee, volunteer, or agent of ECI or any other climber, visitor, or person present in or using the facilities, climbing walls or equipment of ECI.

In consideration of my observing or using the facilities, climbing walls or equipment of ECI, and/or in consideration of my participating in the classes or activities sponsored by ECI, I also hereby agree to release from all liability, discharge, and promise not to sue the designers, manufacturers or installers of the facilities, climbing walls or equipment of ECI or the landlord of ECI.

This agreement releases the aforementioned persons from any liability to me, my heirs, or next of kin, assigns, or personal representatives, for any losses or damages or claims or demands arising out of my personal injuries, damage to my property, or from my death.

If any provision of the Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions, and to this end the provisions of the Agreement are to be severable.

Initial _____ (If participant under 18. Parent/Legal Guardian must initial.)

INDEMNIFICATION AGREEMENT

In consideration of my observing or using the facilities, climbing walls, or equipment of ECI and/or in consideration of my participating in the classes or activities sponsored by ECI, I agree to indemnify and hold harmless the persons released and discharged by me from any loss, liability, damages or cost that they may incur due to the presence of any claims or actions by me, or by my heirs, next of kin, assigns, or personal representatives, arising out of my observing or using the facilities, climbing walls or equipment of ECI event.

Initial _____ (If participant under 18. Parent/Legal Guardian must initial.)

RELEASE OF IMAGES

In consideration of my observing or using the facilities, climbing walls or equipment of ECI and/or in consideration of my participating in the classes or activities sponsored by ECI, I hereby grant to ECI, its subsidiaries, affiliates, licensees, successors and assigns, the right to photograph me and use my name and likeness for any legitimate business purpose, including but not limited to publicity, promotion and advertising. This grant shall extend to any and all reprints and reissues of any such photographs.

Initial _____ (If participant under 18. Parent/Legal Guardian must initial.)

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.

Print Name

Signature (If under 18, Parent/Legal Guardian)

Phone Number

Street (Print)

Date

City/State/Zip (Print)

Email Address

Emergency Contact Name & Phone Number

Participants Birth Date and Age

Print Child's Name

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND I AM SIGNING THIS RELEASE ON BEHALF OF THE MINOR

NAME

(Last Name)

(First Name)

AGE