

ON THE EDGE CLIMBING GYM, INC. RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Participant First Name		Participant Last Name		Middle Name	Date of Birth
Address 1				Address 2	City
State	Postal	Primary Phone			Secondary Phone
Email Address (we never share your information with anyone)				Emergency Contact	Emergency Phone

THIS IS A LEGALLY BINDING AGREEMENT. Read it carefully before signing, and consult with an attorney if you are uncertain about its terms. Alterations are not permitted. This Agreement must be read and signed by all participants 14 years of age and older. If the participant is a minor (under 18), it must be signed also by the child's natural guardian (defined by pertinent Florida law as the child's mother or father, by birth or adoption, or, if the parents are divorced, the parent to whom custody is awarded). The natural guardian signs for himself or herself and on behalf of the child. Minors presenting this form bearing the signature of a natural guardian may be required to prove the authenticity of the signature. A minor who signs this agreement does so to reflect his or her understanding of the activities and their risks.

SPECIAL NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF ON THE EDGE CLIMBING GYM, INC., ITS OWNERS, SUCCESSORS, AFFILIATES, EMPLOYEES AND AGENTS (IDENTIFIED AS "RELEASED PARTIES", BELOW) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM A RELEASED PARTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of being allowed to participate, participant and, if participant is a minor, natural guardian, acknowledge and agree as follows:

1. Activities and Risks

Climbing on artificial climbing walls, and related activities (including, but not limited to, bouldering, challenge type activities and fitness or exercise classes) exposes participants to numerous risks which might result in physical and emotional injury, death or property loss or damage. These risks include, among others, the following: falling, to the floor or pads; falling or swinging into the climbing wall and other structures and objects; being struck by falling climbers, hardware, tools, broken or dropped holds and other objects; entanglement in ropes; abrasions and/or other injuries from contact with climbing walls, ropes, holds, loose holds, dropped holds, broken holds, pads, or the floor. Climbing and belaying equipment and structures may malfunction, be defective, or fail; and absorbing materials, including pads, below the wall may not prevent all injuries from falls. Participants may participate out of control or beyond their limits or otherwise act in a negligent or intentional manner which contributes to the injury or death of themselves or another participant. Staff, visitors, belayers and other persons present may act negligently or engage in other wrongful conduct. On The Edge Rock Climbing Gym, Inc. may fail to warn participants or the natural guardians of certain inherent risks. These risks are inherent in a participant's enrollment and climbing and related activities and they cannot be eliminated without altering the nature of the experience. Other risks may be encountered. If I am the natural guardian of a minor participant, **I have explained the risks and possible outcomes to the child. I, and the child, understand them and we both choose for the child to participate nevertheless. My, or the child's, participation is voluntary.**

2. Assumption of Risks

I, participant or, if the participant is a minor, natural guardian, for myself and on behalf of the child, to the maximum extent allowed by law, understand, acknowledge and assume any and all risks of On The Edge Rock Climbing Gym, Inc. activities and the use of its facilities and equipment, inherent or not, and whether or not described in this document.

3. Release and Indemnity (Adult participant)

I, an adult participant, hereby release and covenant not to sue On The Edge Rock Climbing Gym, Inc., its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and all other claims, demands or causes of action which accrue to me, which are in any way related to my enrollment or participation in an activity of

On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorneys fees, costs and insurance deductibles) Released Parties and each of them with respect to any claim of loss suffered or caused by me, by whomever it may be brought, which relates in any way to my enrollment in an activity of On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. These agreements of release and indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

4. Release and Indemnity (Natural guardian for himself or herself and on behalf of a minor participant)

As the natural guardian of the minor participant I, for myself and on behalf of my minor child, hereby release and covenant not to sue On The Edge Rock Climbing Gym, Inc., its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and any and all other claims, demands or causes of action which accrue to me or to my child which are in any way related to the child's enrollment or participation in an activity of On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. The claims which I hereby release for myself include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct. The claims which I release on behalf of my child are those which accrue to the child resulting from an inherent risk of the child's enrollment or participation in an activity of On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. (IMPORTANT: for purposes of this Release by the natural guardian on behalf of the minor child "inherent risk" is defined by pertinent Florida law as those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonable manner. The term includes, among other acts or omissions, the failure of the activity provider to warn the natural guardian or child of an inherent risk, and the negligent or intentional acts of the child or another participant which may contribute to the injury or death of the minor participant. "Participant" for purposes of this Release, DOES NOT include On The Edge Rock Climbing Gym, Inc. its owners, successors, affiliates, employees and agents.) In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorneys fees, costs and insurance deductibles) Released Parties and each of them, with respect to any claim of loss suffered or caused by the child, by whomever it may be brought, in any way related to my minor child's enrollment in an activity of On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. This agreement of indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

Initials of Parent(s)

[_____]

(or Legal Court Appointed Guardian)

5. Other

a. I, an adult participant or natural guardian, agree that if any part of this Agreement is held by a court of law to be unenforceable, the remainder shall survive. It is my intent to comply fully with Florida law, including with respect to a natural guardian's authority to release certain claims on behalf of his or her child or ward. The venue of any legal action arising out of, concerning or involving this document, or a claim of any sort against a Released Party will be Brevard County, Florida. I agree also that the laws of the State of Florida (not including the laws which might apply of another jurisdiction) will be applied to an interpretation of this Agreement and any dispute which arises between me, or the child, and a Released Party.

b. I agree further that this agreement will remain in full force and effect, and apply to subsequent visits to On The Edge Rock Climbing Gym, Inc. by me, or the minor child, until revoked in writing, with notice to the other party. Future participation and use of On The Edge Rock Climbing Gym, Inc. is evidence of my or the child's, continuing agreement with the terms of this document.

c. I understand that photographs and video recordings which include me or the child may be taken at On The Edge Rock Climbing Gym's facilities. I agree that On The Edge Rock Climbing Gym, Inc. may use my or the child's likeness in any and all of its publications and advertisements without payment or any other consideration.

d. On The Edge Rock Climbing Gym wants to provide a fun environment for all participants and spectators. I, and the child, understand and agree that On The Edge Rock Climbing Gym, Inc. reserves the right to deny or revoke access to anyone for any act deemed inappropriate.

e. I, or the child and I, have read, understand and agree to obey the posted Safety Rules which are printed and available at On The Edge Rock Climbing Gym, Inc. and its website.

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of myself and the minor participant, and understand and agree that RELEASED PARTIES rely to their detriment upon this representation and would not allow the minor child to participate without this representation. I have had sufficient opportunity to read and understand

this document and intend for it to be binding on me, the minor child who is a participant, and members of my, and the child's, respective families, estates and personal representatives. Natural Guardian(s) must sign below for the minor child to participate and agree that they and the minor child are subject to all the terms of this document, as set forth above.

Signature of Participant [_____] Date _____
(14 years and older must sign)

Participant Name _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for _____, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Signature of Parent(s) [_____] Date _____
(or Legal Court Appointed Guardian)

Parent/Guardian Name _____



If your minor child will be presenting this form without you, the natural guardian, being present, they will be required to prove the authenticity of the signature. Have them bring a signed copy of the natural guardians drivers license with them upon their first visit to On The Edge.