



SUMMIT
CLIMBING · YOGA · FITNESS

Release Of Liability

Notice: This is a legally binding contract. In consideration of my being permitted by Climbing Solutions LLC, DBA Summit Climbing Gym ("Summit") to climb at its facility, portable wall and/or participate in any program offered by Summit, including its climbing school, I agree to the following waiver and release and I make the following representations:

I hereby acknowledge the inherent extreme risk in rock climbing, including climbing on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls and equipment, bad decision-making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may become loose or damaged, and freakish accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing and I agree that said list in no way limits the extent or reach of this release. **I voluntarily assume all such risks with full knowledge and appreciation of the danger and risk involved.**

I voluntarily agree to assume all risk of personal injury, including paralysis and death, that may occur while I am in the facility, or participating in an event or program or while I am climbing anywhere at any time, whether or not under supervision of Summit personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend Summit, its successors, assigns, officers, employees, and wall designers and buildings, hold manufacturers, lessors, affiliated organizations and agents from all liability for any such damage, injury, paralysis or death which may result. **This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Summit or the other parties released.**

I am in good health and have no physical limitations which would affect my safe use of the facilities. I agree to pay attention to the state of any ropes, anchors and other equipment I may use, and to advise staff members if I do any damage or notice any damage. I certify that I have read the posted rules, and I agree to abide by these rules and any future rules, and if staff makes a specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills, and I agree to seek qualified instruction before attempting to climb outdoors.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be effective and binding upon me and my assigns, heirs, representatives, executors and administrators. If under the age of 18, this release must be signed by the parent/guardian of the minor, and I agree to indemnify and hold harmless Summit and the other released parties in the event a minor member of my family sues them or any one of them.

I understand that this release is a contract. No oral representations, statements or inducements apart from the above written agreement have been made. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. I further expressly agree that this release, waiver and indemnification agreement is intended to be as broad and inclusive as is permissible by the laws of the State of Texas and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I understand that I am responsible for clipping myself into any rope or auto belay before climbing and/or clipping in any minor I am signing for before they climb.

In addition, you have also agreed to the rules below.

WARNING: Climbing has an inherent risk to all those participating, and can result in injury, paralysis, or even death. When you or the minors in your care participate in any activity at Summit Climbing Gym, you voluntarily assume all risk associated with climbing and related activities. These rules were designed to keep you safe. Please follow them closely, and please be careful.

- No bouldering if under the age of 18 or are not a member.
- No one under 14 years of age may belay.
- No one under the age of 18 may use the fitness equipment.
- Parents or chaperones must be supervising their children at all times. No unsupervised drop-offs at any time.
- No jumping off structures.
- No running, rough-housing, horseplay or acrobatics.
- No yelling.
- No climbing while under the influence of drugs or alcohol.
- No food or drink on padding.
- Shirts must be worn at all times.
- Close toed shoes must be worn at all times while climbing. No barefoot climbing.
- Never stand, sit, or lie down underneath the walls where someone could fall on you. Be careful when walking under walls. Be vigilant, and watch for climbers.
- Never climb above, below, or near another climber.
- Do not top out any boulder problems.
- Beware of hazards, any sort of object on the ground can result in injury if fallen on. Move them before you climb.
- Beware or any route setting, or construction work, and steer clear of it.
- Everyone must have a completed waiver on file. Anyone under the age of 18 must have that waiver signed by a legal guardian.
- If you notice any problems or concern with any equipment, immediately notify the staff.
- Everyone must check-in at the front desk before using the facility. If you do not, you will be asked to leave.
- Before beginning any sort of fitness regimen, check with your physician, particularly if you have had any sort of heart problems or other medical conditions that prevent you from being active. We do not have a medic on staff to help. If you are injured, you must seek your own medical treatment.

Participant Name	Date of Birth
Phone Number	Email Address
AddressCity	StateZip Code
Emergency Contact Name	Emergency Contact Number
Signature of Participant	Date

To be read and signed by parent/guardian* of a minor:

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent to the terms and provisions set forth in this release.

Name of Parent/Guardian	Signature of Parent/Guardian	Date

*Note: Guardianship must be established through Texas courts and documentation must be provided. Medical power of attorney will not be sufficient.