



**ASSUMPTION OF RISK AND WAIVER OF LIABILITY
FOR CAPITAL CLUBHOUSE CLIMBING WALL**

PARTICIPANT'S NAME (please print): _____

IN CONSIDERATION of my being allowed to use the Capital Clubhouse Climbing Wall ("Climbing Wall") and related facilities, I, the undersigned, hereby agree to and acknowledge the following:

INITIAL BESIDE EACH PARAGRAPH

1. Climbing is an inherently dangerous activity. The risk of injury from the activities involved in using the Climbing Wall is significant, including the potential for permanent paralysis or death. This risk includes but is not limited to my falling off or from the Climbing Wall and hitting the floor, wall faces, people or any of the equipment used in climbing, whether permanently or temporarily in place; rope abrasion and entanglement; injuries resulting from falling climbers, dropped items or broken holds; failure of ropes, knots, belays, slings, harnesses, climbing holds, anchor points or any other part of the Climbing Wall.
2. Climber weight restriction: Min. weight: 40lbs (18 kg). Max. weight: 310lbs (140 kg).
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, except those arising from the gross negligence of those persons released from liability below, and assume full responsibility for my participation; and, agree not to participate while under the influence of drugs and alcohol; and,
4. I will comply with all rules and regulations. If I have any question, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Capital Clubhouse Climbing Wall employee. I agree not to participate while under the influence of drugs and alcohol; and
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, Capital Clubhouse, its owners, affiliates, agents and employees, and their successors and assigns ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, except those arising from the gross negligence of the Releasees, to the fullest extent permitted by law.
6. Any person under the age of 6 may not participate in any activity related to the Climbing Wall.

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 INDUCEMENT.

X _____ DOB: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE (mm/dd/yyyy)

Address City State Zip

Email _____

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AS OF THIS DATE)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and to his/her release provided above of all Releasees, and, for myself, my 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 any use of the Capital Clubhouse Climbing Wall or facility as provided above, except those arising from the gross negligence of the Releasees, to the fullest extent permitted by law.

X _____ EMERGENCY PHONE NUMBER(S)
PARENT OR LEGAL GUARDIAN SIGNATURE