

BT ICC Learning/Reviewing Not Belaying

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the services of Touchstone Climbing Inc., its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "TC"), I hereby agree to release and discharge TC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that both my climbing and non-climbing related activities and use of any of TC's services or facilities **at this location, all other TC locations, or any off-site locations**, entails significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, broken and/or falling holds, loose holds, as well as the negligence of belayers, other participants, third parties, **and TC**.

2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of TC. My participation in these activities is purely voluntary, and I elect to participate in these activities in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TC from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of TC's equipment or facilities, including any such claims which I, my children, parents, heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of TC. **I UNDERSTAND THAT THIS RELEASE INCLUDES ALL CLAIMS AGAINST TC ARISING FROM ITS ORDINARY NEGLIGENCE, BUT DOES NOT INCLUDE CLAIMS ARISING FROM TC'S ALLEGED GROSS NEGLIGENCE.**

4. Should TC or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical condition which could interfere with my safety while participating in these activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of California, without regard to its conflict of law rules.

7. I agree to abide by the rules of the facility.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my rights to maintain a lawsuit against TC for any claim that I released by signing this document.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature: _____ First Name: _____ Last Name: _____

Address: _____ Middle Initial _____

City: _____ State: _____ Zip: _____

Phone: _____ Date: _____ Date of Birth: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by TC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature: _____ Print Name: _____ Date: _____

PC MEM KP