



WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY. BY SIGNING THIS AGREEMENT YOU ARE ASSUMING RISKS AND GIVING UP LEGAL RIGHTS. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS TERMS. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF THE EFFECT OF THIS AGREEMENT.

Climb Iowa 5401 Miehe Dr, Grimes, IA 50111 Phone: (515) 270-2031

Agreement

(Including assumption of risks and agreements of release and indemnity)

This Agreement covers presence on the premises of, and participation in, certain indoor wall climbing and other activities offered by Climb Iowa LLC, an Iowa company doing business as Climb Iowa. Visitors to the premises and participants are referred to in the Agreement as "Participants". It must be signed by ALL Participants fourteen years and older and by a parent or guardian of all minor participants (those under 18 years of age). The parent or guardian (referred to in the document as "Parent") signs and agrees for himself or herself and on behalf of the minor Participant. In consideration for being allowed to participate in the climbing and other activities offered by Climb Iowa, I, the Participant, and/or the Parent of a minor Participant, understand, acknowledge and agree as follows:

Activities

1. Activities include all activities offered by Climb Iowa, which presently include, climbing indoors on an artificial wall or boulder, rappelling, yoga, Pilates, fitness training and conditioning including the use of weights and fitness equipment, as well as any other activities which may be offered by Climb Iowa during the term of this Agreement (the "Activities"). Climb Iowa may discontinue or add certain Activities at its sole discretion. Participant, and/or the Parent of a minor Participant, understand, acknowledge and agree that the activities of wall climbing, boulder climbing ("Bouldering") and repelling are inherently dangerous activities that require moderate to heavy physical exertion and are physically and mentally demanding.
2. Participant, and/or the Parent or Guardian of a minor Participant, represents that Participant is in good health, has no medical condition (mental or physical) that might create risks to Participant or to other participants or staff, and that Participant is not under the influence of drugs or alcohol or any illicit or prescription drugs which would in any way impair Participant's ability to engage in the Activities. Participant will not engage in an activity beyond his or her capabilities and will not cause any person to be endangered by any of his or her actions during the Activity, using the equipment or while on the premises. Participant agrees that it is Participant's, or his/her Parents or Guardian's sole responsibility to determine whether Participant is sufficiently fit and healthy enough to engage in the activities offered by Climb Iowa.

Risks

3. The risks of the premises, facilities and activities of Climb Iowa include, but are not limited to, the following:

All manner of injury, including, but not limited to, bodily injury or serious bodily injury, temporary or permanent disability, paralysis, death, loss or damage to property, accidents, illness, or fear of heights and other phobias, resulting from: a) falling from or off the climbing wall, boulder or rappelling tower; b) exiting the wall, boulder or tower; c) colliding with, hitting, or being hit by, other persons, rock faces, holds and other projections (permanent or temporary), mats, the floor or the ground; d) rope or webbing abrasion; e) entanglement; f) activities on or near the climbing wall or boulder, including, among others, climbing, belaying, rappelling, lowering on a rope or auto belay system, and other rope uses and techniques; g) falling climbers or dropped items, including, among others, ropes and climbing hardware or wall components; h) use of ropes, auto-belay devices, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall or boulder structure; i) all aspects of the premises and fixtures and their use, including exercise equipment and machines and other items located on the premises; and j) other harm or damage which may not be readily foreseeable including other presently unknown risks and dangers.

The above list does not describe all possible risks associated with the premises, equipment and Activities of Climb Iowa and the list in no way limits the extent or scope of the following assumption of risk, release and indemnity. The risks described above, and others, are inherent in the Activities – that is, they cannot be eliminated without destroying the basic nature of the Activities and reducing the appeal and value of the Activities.

Assumption of Risks

4. Participant, and/or the Parent or Guardian of a minor Participant, understands that the risks described above, and others, may be caused by Participant's own actions or inactions or the actions or inactions of others, including the Released Parties defined below, and expressly acknowledges and assumes all such risks and voluntarily chooses to participate in the Activity, accepting responsibility for all such risks, and for inquiries or other losses which may be encountered.

Release and Indemnity

5. If I am an adult Participant, or Parent or Guardian of a minor Participant (for myself and on behalf of the minor, my spouse, children, parents, guardians, heirs, next of kin, executors, administrators, successors and assigns), I hereby agree to release, waive, discharge, and covenant not to sue Climb Iowa, and its affiliates, owners, officers, directors, trustees, employees, agents, contractors and landlord (collectively referred to as "Released Parties") from all claims, demands, causes of action, damages, losses, costs, and liabilities of any kind or nature in any way arising from or connected with my, or the minor child's, enrollment or participation in any of Climb Iowa's Activities, including my, or the minor child's presence on the premises of Climb Iowa. I understand that by signing this document, I surrender my rights, and the rights of the minor for whom I sign below, to make a claim or file a lawsuit against Climb Iowa or any other Released Party based upon my, or the minor child's, enrollment or participation in any of Climb Iowa's Activities, including my, or the minor child's presence on the premises of Climb Iowa.

6. If I am an adult Participant or Parent or Guardian of a minor participant (for myself and on behalf of the minor), I further agree to defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees) Climb Iowa and the other Released Parties from any claim associated



with my, or the minor child's, presence on the premises, enrollment or participation in any Activities of Climb Iowa, whether brought by a co-participant, member of my, or the minor's family, or any other person, for loss or damage either suffered by me, the minor, or the minor's family, or caused in whole or in part by my, or the minor's conduct.

These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence, but not the intentional wrongs or the gross negligence, of Climb Iowa or another Released Party.

Other

- 7. This agreement will govern participation in the activities of Climb Iowa for as long as Participant uses the facility.
- 8. Climb Iowa may from time to time employ independent contractors to perform certain services in connection with the activities. Climb Iowa is not responsible for the acts or omissions of these contractors.
- 9. Participant and/or the Parent of a minor Participant, has read and understands and agrees to fully comply with all Policies of Climb Iowa, including Safety Policies, a copy of which has been provided to Participant and, in the case of a minor Participant, to his/her Parent or Guardian.
- 10. Participant and/or the Parent of a minor Participant, authorizes any medical treatment which Climb Iowa staff deems necessary in the event of any injury or illness while participating in an activity. Participant agrees to pay all costs of rescue and/or medical services as may be incurred on participant's behalf.
- 11. Participant agrees that any film or photographs of Participant become the property of Climb Iowa and may be used for promotional or commercial purposes.
- 12. Any dispute between a Released Party and Participant or Parent will be governed by the substantive laws of the State of Iowa; and any suit or mediation of the dispute will take place solely in Polk County, Iowa.
- 13. This document is intended to be binding, to the fullest extent of the law, on all persons signing below, and their respective successors, heirs, executors, administrators and family members. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect. The terms of this agreement cannot be altered except by a written document signed by the parties.

I acknowledge that I have read this Agreement carefully and in its entirety, that I understand its terms and conditions, and acknowledge that I will be giving up substantial legal rights, including the rights of others, by signing it.

Participant's Signature _____	Date _____	Parent/Guardian signature required if Participant is under 18 years old: As a parent or guardian of the minor identified in this Agreement, I hereby agree to all off the terms and conditions set forth in this Agreement.
Participant's Name _____		
Address _____		
City, State, Zip _____		
Birthday: Mo: ____ Day: ____ Year: _____		
Home/Cell Phone: _____		
Email: _____		Parent/Guardian signature _____ Date _____ Print name _____ Relationship to Participant _____ Telephone number in case of emergency _____

For EMPLOYEES ONLY: Belay test _____ Lead Belay _____ Lead Climb _____
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