

**North Wall Inc. Rock Gym: Informed Consent and Release Waiver**

**Part One: Acknowledgement of Risk, Release/Indemnification of all claims and covenant not to sue.**

NOTICE: This is a legally binding agreement. By signing this agreement, you give up your right to bring court action to recover compensation or obtain any other remedy for any injury to your children or yourself or your property or for your death however caused arising out of use of the facilities of North Wall, Inc., now or any time in the future. The information contained throughout this agreement and especially in , Acknowledgement of Risk and Release and Safety contract sections is interchangeable for the climber and/or parent who wishes to sign-off herein as having informed consent to permit their minor child to use the facilities of North Wall Inc. 'I' or 'myself' is also reasonably interchangeable with 'my child' herein.

Acknowledgement of Risk I hereby acknowledge and agree that the sport of rock climbing and the use of the facilities of North Wall, Inc. has inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and use of the climbing gym, including but not limited to:

1. All manner of injury resulting from falling off the climbing gym and hitting rock faces and/or projections, whether permanently or temporarily in place, or on the floor or loose.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing gym such as, but not limited to climbing, belaying, lowering on ropes, rescue systems, and other rope techniques.
3. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware and/or loose holds and/or fixtures.
4. Cuts and abrasions resulting from skin contact with the climbing gym and/or the gym's devices and/or hardware.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing gym structure.

I further acknowledge that the above list is not exclusive of all the possible risks associated with the use of the climbing gym and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Release/Indemnification and covenant not to sue In consideration of my use of the climbing gym, I, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, **HEREBY DO RELEASE** North Wall, Inc., its officers, agents, sponsors, and employees from any cause of action, claims, or demands of any nature whatsoever, including but not limited to, a claim of **NEGLIGENCE**, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against the climbing gym on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the climbing gym whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the **NEGLIGENCE** of North Wall, Inc., its officers, agents, and employees.

In consideration of my use of the facilities of North Wall, I, the undersigned user, agree to **INDEMNIFY AND HOLD HARMLESS** North Wall, Inc., its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or any way relating to my use of the climbing gym.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the climbing gym and that I am voluntarily assuming the risks. I understand that I will solely be responsible for any loss or damage, including death, I sustain while using the North Wall, Inc. climbing gym and that by this agreement, I am relieving North Wall, Inc. of any and all liability for such loss, damage or death. I further agree to pay all of North Wall, Inc. and/or its agents and/or employee legal fees should I one day wish to seek legal action against them as a result of my use of the facilities. I acknowledge that I have read and agree to abide, and/or my child abide by the safety policies, Signed: **DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signed (Climber)** \_\_\_\_\_ **Printed (climber)** \_\_\_\_\_

**Signed (Parent)** \_\_\_\_\_ **Printed (Parent)** \_\_\_\_\_

**PARENT Signature REQUIRED HERE if climber is under 18. " I, as a parent or legal guardian of the above minor under 18 years of age, herby have been informed as to the hazards of climbing and do hereby consent to all the terms and conditions set forth in this release form as hereby signed above."**

_____ ADDRESS	_____ CITY	_____ STATE	_____ ZIP CODE
(____) - ____ - ____ Phone Number	(____) - ____ - ____ Emergency Contact	____/____/____ Climber's birth date	

**Have you been to North Wall before?    Y / N**

Climber Name \_\_\_\_\_  
North Wall Staff \_\_\_\_\_

## **Part 2: Contract to follow safety policies of North Wall: the rock climbing gym:**

I, the undersigned user of NORTH WALL, accept full responsibility for my own safety and the safety of other climbers while on the premises of North Wall. I agree to abide by, and to help encourage, the following safety policies:

1. All climbers must have a signed North Wall Waiver and release form on file at the front desk and, to gain access to the climbing gym. Climbers will present necessary identification, if requested. New waiver required yearly.
2. Climbers under 18 years old MUST have THEIR very OWN parent read and complete the North Wall Waiver.
3. All clients, visitors and groups must sign in upon arrival and abide by the gym rules posted.
4. Approved climbing equipment only.
5. All clients subject to skill competence testing upon entry.
6. We expect competent skills from our clients. Otherwise, all in-house instruction is to be done by North Wall Staff/Agents only.
7. Where judgment and logistical constraints permit, we will teach 13 and older to belay.
8. While bouldering or off belay, out side the cave; **Climbers will keep their feet below the bouldering line**, Climbers must understand there is still risk of injury while boulder even below the line, that risk is assumed by the climber. Although there is no line in the Bouldering Cave there is still risk of injury this risk is also assumed by the climber.
9. Climbers will tie directly into their harnesses with a figure 8 follow-through knot
10. Climbers and belayers will use formal belay commands and safety checks.
11. Lead Climbers must supply their own reasonable UIAA-approved rope.
12. Please observe/respect the '3-fall rule' on all lead and tope-rope stations.
13. Please keep your hands off of the belay bars, ropes, quickdraws, bolt hangars, etc.
14. Climbing shoes only on all climbing surfaces.
15. No sitting in the cave or under or near any part of the climbing structure!
16. No loose chalk. Please use a chalk ball. Chalk balls must remain in chalk bag. Chalk must either be in the ball in the bag or on the climbers hands.
17. No loitering...please... no babysitting, thanks!
18. All personal items must be stored in bins. Please help keep the floor and benches clear.
19. Put your gear away! There are thieves about!
20. Shirts are mandatory. 21. No profanity. 22. No Gum 23. Keep all food and drinks on the counter.
24. Tagged Routesetting by approval of North Wall Management Only.
25. North Wall reserves the right to deny access to its facilities to any individual permanently or for a specified period for breach of contract of the safety policies, or for any conduct that is viewed as unsafe or inappropriate.

**Remember there will never be enough Rules & equipment to replace good Judgment, always climb safe.  
If you have any concerns or question; ask!**