

The Bullet Hole Training Center

LIABILITY RELEASE FORM

I HEREBY ACKNOWLEDGE AND AGREE that the sport of indoor rock climbing and the use of the facilities of THE BULLET HOLE TRAINING CENTER / INDOOR ROCK CLIMBING, its climbing wall and other training facilities, has inherent risks. I have full knowledge of the nature and extent of all the risks associated with indoor rock climbing and the facilities, and have had any questions about the same explained to me, including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and hitting rock faces and projections whether permanently or temporarily in place, or the floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing walls such as, but not limited to, climbing, belaying, lowering on rope, and any other rope techniques.
3. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, and dropped or broken holds.
4. Cut and abrasions resulting from skin contact with the climbing wall
5. Failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or any part of the climbing wall structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of *The Bullet Hole Training Center* and that the above list in no way limits the extent or each of this waiver and covenant not to sue, I choose to use *The Bullet Hole Training Center* climbing facilities and equipment, and agree as follows:

To waive and release any and all claims that I have or may have in the future against The Bullet Hole Training Center, including their owners, operators, employees, agents, and representatives, as well as the designers, manufacturers or installers of the climbing wall or equipment. (initial here)

In consideration of my user of The Bullet Hole Training Center, I, the undersigned user, agree to use The Bullet Hole Training Center in accordance with its established safety policies and procedures and agree to INDEMINFY AND HOLD HARMLESS The Bullet Hole Training Center, its offices, agents, owners, and employees from any and all cause of action, claims, demands, losses or costs of any nature whatsoever arising out of or in anyway relating to my use of The Bullet Hole Training Center, whether asserted by The Bullet Hole Training Center or any 3rd parties who may be injured on account of or in any way relating to The Bullet Hole Training Center. (initial here)

This agreement shall be effective and binding upon my heirs, next of king, executors, administrators and assignees, in event of my death. (initial here)

By signing this agreement, I waive my right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the facilities of The Bullet Hole Training Center, now or any time in the future, whether caused by the Gym's negligence or that of its officers, agents or employees. (initial here)

I agree to pay for all legal fees accumulated by The Bullet Hole Training Center, incurred by any claims made by me or on my behalf. (initial here)

I certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I am signing this agreement, after having carefully read it of my own free will.

User's Signature _____ Print Name _____
Address _____ City _____
Telephone (home) _____ (work) _____
Emergency Contact _____ Telephone _____
Date of Birth _____ E-mail _____

IF USER IS UNDER THE AGE OF 18 YEARS OLD: PARENT/LEGAL GUARDIAN MUST CONSENT: I, as parent of legal guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in this release form.

Signature of Parent/Legal Guardian _____ Date: ___/___/___
Telephone where you can be reached _____

HELMET WAIVER (sign if you will not wear a helmet)

I, the undersigned, recognize the dangers inherent with indoor climbing activities. I am assuming the hazard of this risk upon myself. I realize I am subject to injury from this activity and that no form of preplanning can remove all danger to which I am exposing myself. I am aware of the safety policy requiring the use of a protective helmet, which could prevent permanent brain damage in event of an accident. Against the advice of The Bullet Hole Training Center and its insurance company, I am refusing this critical safety precaution.

USER SIGNATURE: _____ DATE: ___/___/___ Witness(staff): _____