

FORNEY SPORTS CENTER

CLIMBING WALL AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Please read completely, Sign & date this form. Form is valid for one year from the date signed.

1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that risks cannot be eliminated without jeopardizing the essential qualities of indoor rock climbing.

The risks include, among other things, falling off the wall; loose and/or damaged artificial holds; falling to the ground, falling on other users, or being fallen upon by other users; abrasions from the walls, ropes, pads, holds, or the floor; rented equipment failure; belay and/or belayer failure; climbing out of control or beyond one's personal limits; the negligence of other climbers, visitor, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or participant's own negligence.

2. I agree and promise to accept and assume all of the risks existing while participating in this activity. My participation is voluntary and I am participating despite the risk.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless FORNEY SPORTS CENTER & TRI-LINE INC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FORNEY SPORTS CENTER equipment or facilities, including any such claims which allege negligent acts or omissions by FORNEY SPORTS CENTER.

4. Should FORNEY SPORTS CENTER, TRI-LINE INC., or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold FORNEY SPORTS CENTER & TRI-LINE INC. harmless for all such fees.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against FORNEY SPORT CENTER OR TRI-LINE INC., I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FORNEY SPORTS CENTER & TRI-LINE INC. on the basis of any claim from which I have released FORNEY SPORTS CENTER & TRI-LINE herein.

*****I have received basic instruction in wall climbing & belaying by Forney Sports Center staff*****

I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Address: _____ City: _____ State: _____ Zip: _____

D.O.B / / Tel# _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION to be complete for participants under 18 years.

In consideration of (*print minor's name*) _____ being permitted by FORNEY SPORTS CENTER to participate in its activities and use the wall climbing equipment. I further agree to indemnify and hold harmless FORNEY SPORTS CENTER 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.

Parent or Guardian _____ Minor Name (*print*) _____