



## ANNUAL CLIMBING WALL PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of All American Jump N' Climb, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity, on or behalf myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

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 such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
  - The risks include, among other things: falling off the wall; loose and/or damaged artificial holds; harness failure; falling to the ground, on other users, or being fallen on by other users: abrasions from the walls, ropes, pads, or on the floor; equipment failure; belay, auto belay, or belayer failure; climbing out of control or beyond ones personal limits; the negligence of the climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or overtraining; head injuries; or mine or their own negligence.
  - Furthermore, All American Jump N' Climb employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instruction, and equipment used might malfunction.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless All American Jump N' Climb 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 All American Jump N' Climb equipment or facilities, including any such claims which allege negligent acts or omissions of All American Jump N' Climb.
4. Should All American Jump N' Climb or anyone acting on their behalf be required to incur attorney's fees and costs to enforce the 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, 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 All American Jump n' Climb, I agree to do so solely in the state of North Carolina, and 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. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**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 All American Jump N' Climb on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms for one full year from the date of signature.**

# All American Jump N' Climb

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### ADULT PARTICIPANT AND/OR GUARDIAN INDEMNIFICATION (18+ YEARS OLD)

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

I certify that I am the legal guardian of the minors listed below. In consideration of these minors being permitted by All American Jump N' Climb to participate in the activities and to use its equipment and facilities, I further agree to indemnify and hold harmless All American Jump N' Climb 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 a minor.

Minor #1 Name: \_\_\_\_\_ Minor #1 Age \_\_\_\_\_

Minor #2 Name: \_\_\_\_\_ Minor #2 Age \_\_\_\_\_

Minor #3 Name: \_\_\_\_\_ Minor #3 Age \_\_\_\_\_