

Maine Rock Gym Inc. Waiver & Release of Liability.
2010

DISCLAIMER: THE **MAINE ROCK GYM INC.** IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE WATCHING OR PARTICIPATING IN ACTIVITIES AT THE **MAINE ROCK GYM INC.** OR AT A NATURAL ROCK CLIMBING AREA FOR ANY REASON WHATSOEVER, INCLUDING ANY NEGLIGENCE ON THE PART OF THE **MAINE ROCK GYM INC.** THE LANDLORD, ANY OWNER, OPERATOR, INSTRUCTOR, MEMBER, EMPLOYEE, VOLUNTEER, OR AGENT OF **MAINE ROCK GYM INC.** OR ANY OTHER CLIMBER, VISITOR, OR PERSON PRESENT AT OR PARTICIPATING IN ACTIVITIES SPONSORED BY THE **MAINE ROCK GYM INC.**

Read & Initial

In consideration of my participation, I hereby release and covenant not to sue **Maine Rock Gym Inc.**, the landlord, any owner, operator, instructor, member, employee, volunteer, or agent of **Maine Rock Gym Inc.**

or any other climber, visitor, or person present at or participating in activities sponsored by **Maine Rock Gym Inc.**, from any or all present and future claims resulting from ordinary negligence on the part of the Maine Rock Gym Inc. or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in, **observing** or receiving instruction in **Maine Rock Gym Inc.** sponsored activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily wave any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Read & Initial

I am in good health and have no physical limitations, which would affect my use of the facilities. I agree to pay attention to the state of any ropes, anchors and other equipment I may use, and to advise staff members if I do any damage or notice damage or problems. I certify that I have read the posted rules, and accept responsibility for failure to abide by these rules. If the **Maine Rock Gym Inc** staff makes any specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills; and I agree to seek qualified instruction before attempting to climb outdoors.

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Further, I am aware of the following risks, and NUMEROUS OTHER INHERENT RISKS in observing or participating in activities sponsored by Maine Rock Gym Inc. These risks include, but are not limited to, death, or serious injury resulting from:

Slips, trips, falls, rope burns or being dropped while observing or participating in activities sponsored by Maine Rock Gym Inc.; collision with other persons in the gym or natural rock climbing areas; rock fall, debris fall, failure of the ropes, slings, harnesses, climbing hardware, holds, anchor points, dropped equipment or any part of the gym, bee stings, snake bites, lightning strikes, hypothermia, dehydration, sun burn, or contaminated water while participating in activities at natural rock climbing areas or at the Maine Rock Gym Inc. ANY AND ALL NEGLIGENCE of the owners, operators, employees, or volunteer assistants of Maine Rock Gym Inc., landlord, those persons at the Maine Rock Gym Inc. who, lacking adequate training, seek to assist with medical or other help either before or after injuries have occurred.

Read & Initial

Continued over page

I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property and personal damage or death.
 I further agree to indemnify and hold harmless **Maine Rock Gym Inc.** and any other listed for any and all claims arising as a result of my engaging in or receiving instruction in activities sponsored by the **Maine Rock Gym Inc.**, or any activities incidental thereto, wherever, whenever, or however the same may occur. I understand that this waiver is intended for to be as broad and inclusive as permitted by the laws of the State of Maine, and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Maine.

Read & Initial

I affirm that I am of legal age and freely sign this agreement, or that if this agreement relates to someone not of legal age, that the undersigned is the parent or legal guardian of the person participating in Maine Rock Gym activities and has read this agreement

I have read this form and fully understand that by signing this form, I am giving up all legal rights and/or remedies, which may be available to me for the ordinary negligence of the Maine Rock Gym Inc. Or any of the parties listed above.

Printed Name (first/last)	Street Address	City	State
Date	Zip Code	Phone	Age
Signature of Participant	Signature of Parent/Legal Guardian if participant is under 18 years of Age		

Office Use:-	Climber Category	Membership
#	Belay Certification Date	