

# THE FACTORY BOULDERING LIABILITY RELEASE FORM

I HEREBY ACKNOWLEDGE AND AGREE that the sports of indoor rock climbing and bouldering, and the use of the facilities of THE FACTORY BOULDERING, LLC (herein referred to as The Factory), its climbing walls and other training equipment or 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 walls and hitting rock faces and projections, whether permanently or temporarily in place, or the floor.
2. Injuries resulting from falling climbers or dropped items, such as, but not limited to, people, climbing hardware, and dropped or broken hand and footholds.
3. Cuts and abrasions resulting from skin contact with the climbing walls.
4. Failure of climbing hardware, anchor points, hand and footholds, or any part of the climbing wall structures.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of The Factory, and that the above list in no way limits the extent of each waiver and covenant not to sue. I choose to use The Factory's climbing and bouldering 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 Factory, including its owners, operators, employees, agents, and representatives, as well as the designers, manufacturers or installers of the climbing walls or equipment.

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In consideration of my use of The Factory, I, the undersigned user, agree to use The Factory in accordance with its established safety policies and procedures, and to agree to INDEMNIFY AND HOLD HARMLESS The Factory, its officers, 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 any way relating to, my use of The Factory, whether asserted by The Factory or any third parties who may be injured on account of, or in any way relating to The Factory.

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This agreement shall be effective and binding upon my heirs, next of kin, executors and administrators and assigns, in event of my death.

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By signing this agreement, I waive my right to bring 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 Factory, now or any time in the future, whether caused by The Factory's negligence or that of its officers, agents or employees.

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I agree to pay for all legal fees accumulated by The Factory, incurred by any claims made by me, or on my behalf.

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Print Name \_\_\_\_\_  
Cell Phone \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Emergency Contact Name \_\_\_\_\_  
User's date of birth \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Emergency Contact Phone # \_\_\_\_\_  
E-mail address \_\_\_\_\_

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

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Telephone numbers where you can be reached \_\_\_\_\_

PARENTAL / LEGAL GUARDIAN HOLD HARMLESS: In consideration of allowing the use of The Factory by the above identified minor, I agree to indemnify and hold harmless The Factory, its officers, agents, owners and/or employees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of, or in any way relating to, said minor's use of The Factory, whether asserted by the minor, The Factory or any third parties.

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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 certify that I am signing this agreement, after carefully reading it, of my own free will.

User Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness (staff member) \_\_\_\_\_ Date \_\_\_\_\_