



WAIVER AND RELEASE OF LIABILITY

Climb Nulu

1000 E. Market Street, Louisville, KY 40206

Ph: 502.487.4687

www.climbnulu.com

Name _____	(_____) _____ Phone Number	_____ Date of Birth	_____ Age
Address _____	_____ City	_____ State	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
E-mail address: _____			
Do you have any medical conditions or are you allergic to any medications? <input type="checkbox"/> Yes <input type="checkbox"/> No Please List: _____			
Emergency Contact Name _____	_____ Relationship to Participant	(_____) _____ Emergency Contact Phone Number	
How did you hear of our facility? <input type="checkbox"/> Advertisement <input type="checkbox"/> Coupon <input type="checkbox"/> Mobile Wall <input type="checkbox"/> Internet <input type="checkbox"/> Friend: _____ <input type="checkbox"/> Other: _____			

RELEASE: In consideration of being permitted to use the facilities of Climb Nulu, at this location (1000 E. Market Street, Louisville, KY) or any other facility owned by or affiliated with Climb Nulu or Hoosier Heights Indoor Climbing Facility, LLC (the "Facilities"), and mindful of the significant risks involved with the activities incidental thereto, I, for myself, my heirs, my estate and personal representatives, do hereby release and discharge Hoosier Heights Indoor Climbing Facility, LLC, d/b/a Climb Nulu, its employees, members, directors, officers, agents, representatives, insurers and/or assigns (hereinafter collectively referred to as "Climb Nulu"), from any and all liability for injury that may result from my use of the Facilities, and I do hereby waive and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death arising as a result of use of the Facilities and equipment, or any activities incidental thereto, wherever or however such personal injury, property damage, or wrongful death may occur, whether foreseen or unforeseen, and whenever such personal injury, property damage, or wrongful death may occur, from the date of this Release forward. I agree that under no circumstances will I, my heirs, my estate, or my personal representatives present any claim for personal injury, property damage, or wrongful death against Climb Nulu, **whether said personal injury, property damage, or wrongful death arises by the negligence of Climb Nulu, or otherwise.**

It is the intention of the undersigned individual to exempt and relieve Climb Nulu from liability for any personal injury, property damage, or wrongful death caused by negligence, **including the negligence of Climb Nulu.** It is the intention of the undersigned that this Release be in effect for use of the Facilities on the date of this Release and for use of the Facilities in the future. This Release shall be legally binding upon me, my heirs, my estate, my personal representatives, as well as upon any and all other persons authorized to act for me or on my behalf or on behalf of my heirs, my estate, or my personal representatives. I also agree to indemnify and hold harmless Club Nulu from all liabilities incident to my involvement or participation in activities at the Facilities.

ASSUMPTION OF RISK: I, the undersigned, acknowledge that I understand that there are significant elements of risk inherent in the sport of rock climbing, including those activities that take place indoors, and that these risks cannot be completely eliminated. Accordingly, I recognize that the sport of rock climbing, including indoor rock climbing, is inherently dangerous and cannot be made safe. In addition, I realize these risks also pertain to related activities such as bouldering, incidental weight training, team building, fitness training regimens, and equipment purchased or rented at the Facilities. I realize those risks may include, but are not limited to, injuries resulting from falls, equipment failure, entanglement, falling or dropped items, or the negligence of other climbers, participants, belayers, spotters, Club Nulu, its employees, or other users of the Facilities. I acknowledge that I understand that the above list is not inclusive of all possible risks associated with rock climbing or use of the Facilities and that other unknown and unanticipated risks may result in injury, illness, paralysis, or death.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ABOVE RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS AND THAT I FULLY AGREE WITH ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY I AM KNOWINGLY AND WILLINGLY AGREEING TO RELEASE HOOSIER HEIGHTS INDOOR CLIMBING FACILITY, L.L.C. D/B/A CLIMB NULU AND ITS EMPLOYEES, MEMBERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, INSURERS AND/OR ASSIGNS OF THEIR LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH **EVEN IF CAUSED BY THE NEGLIGENCE OF HOOSIER HEIGHTS INDOOR CLIMBING FACILITY, L.L.C. D/B/A CLIMB NULU, ITS EMPLOYEES, MEMBERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, INSURERS AND/OR ASSIGNS,** OR OTHERWISE.

Participant's Signature: _____
Print Name: _____ Date: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OF AGE

This is to certify that I, as a parent/guardian with legal responsibility for the above-listed participant, do consent and agree to the Release as provided above, of Climb Nulu, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless Climb Nulu from all liabilities incident to my minor child's involvement or participation in activities at the Facilities, as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF CLIMB NULU,** to the fullest extent of the law.

Parent/Guardian's Signature: _____
Print Name: _____ Date: _____



FACILITY RULES

(Subject to change without notice)

I AGREE TO THE FOLLOWING FACILITY RULES:

1. All Participants must check in at front desk upon arrival for each visit and have a signed Waiver and Release of Liability on file.
2. Participants under 18 years of age must have this Waiver and Release of Liability signed by a parent or legal guardian.
3. All Participants must receive a facility orientation and be approved by Climb Nulu staff prior to participating.
4. All Participants must use equipment approved by Climb Nulu. All Participants must use such equipment in a manner approved by Climb Nulu.
5. Climb Nulu is not responsible for lost, stolen, or damaged items.
6. Climb Nulu is a drug, alcohol, and tobacco free environment.
7. Foul language, horseplay, tumbling on landing surfaces, running, unruly conduct, and other such behaviors are not allowed.
8. Food and drinks are allowed only in designated areas.
9. Management has the right to suspend or terminate any Participant's membership or pass for violation of any facility rules, or for any other conduct deemed by staff to be inappropriate, disruptive, or dangerous. No refunds will be given for such suspension or termination.

MEDICAL/PROMOTIONAL AUTHORIZATION

MEDICAL AUTHORIZATION: I agree, on behalf of myself and on behalf of any minor child for whom I am responsible, to authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the use of the Facilities and/or equipment of the Facilities. I agree, on behalf of myself and on behalf of any minor child for whom I am responsible to pay all costs of any rescue and/or medical services as may be incurred on my/our behalf.

PROMOTIONAL AUTHORIZATION: I agree, on behalf of myself and on behalf of any minor child for whom I am responsible, that any film, photograph, or other recording of me/us, as users of the Facilities, become the property of Climb Nulu, and may be used for promotional or commercial purposes. Furthermore, I authorize Climb Nulu to contact me and/or any minor child for whom I am responsible via telephone, e-mail, or standard mail with promotions and special events or programs.

Participant's Signature: _____

Print Name: _____ Date: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OF AGE

Parent/Guardian's Signature: _____

Print Name: _____ Date: _____

Participant: _____ Age: _____ Date of Birth: _____

Responsible Person for Participant if under 15 years old: _____

Facility Orientation

Signed Waiver	Facility Rules	Climb Smart!	Dangers of Climbing
Bouldering Orientation	Grading Systems		

Participant's INTs _____

Bouldering Checklist

Bouldering Orientation
- remove items from person and area
- dangers of bouldering
- landing zone awareness
- falling techniques
- spotting techniques
- when to use a spotter
- use of crashpads
- do not climb over or under other climbers

Participant's INTs _____

Employee's Name: _____

Employee's Signature: _____ Date: _____

Participant's INTs _____

Employee's Name: _____

Employee's Signature: _____ Date: _____

I understand that if I need further training or instruction during my participation at Climb Nulu that it is my responsibility to seek assistance from Climb Nulu's staff. **Participant's INTs** _____

My signature indicates that I understand the information in the box I initialed and that Climb Nulu's staff has presented the above material to me.

Participant's Signature _____ **Date:** _____