



WAIVER & RELEASE OF LIABILITY

Hoosier Heights Indoor Climbing Facility, L.L.C.

9850 Mayflower Park Drive, Carmel, IN 46032

Ph: 317.802.9302

www.hoosierheights.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 Hoosier Heights Indoor Climbing Facility, L.L.C., at this location (9850 Mayflower Park Drive, Carmel, IN 46032) or any other facility owned by or affiliated with Hoosier Heights Indoor Climbing Facility, L.L.C. (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, L.L.C., its employees, members, directors, officers, agents, representatives, insurers and/or assigns (hereinafter collectively referred to as "Hoosier Heights"), 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 Hoosier Heights, **whether said personal injury, property damage, or wrongful death arises by the negligence of Hoosier Heights, or otherwise.**

It is the intention of the undersigned individual to exempt and relieve Hoosier Heights from liability for any personal injury, property damage, or wrongful death caused by negligence, **including the negligence of Hoosier Heights.** 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 Hoosier Heights from all liabilities incident to my involvement or participation in the 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, Hoosier Heights, 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. 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., 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 Hoosier Heights, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless Hoosier Heights 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 HOOSIER HEIGHTS,** 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. Belayers must be a minimum of 15 years of age. Climbers must be a minimum of 12 years of age to clip themselves into an autobelay unit. Climbers must properly fit into a harness. Management has the right to make exceptions to this in its sole discretion.
4. All Participants must receive a facility orientation and be approved by Hoosier Heights staff prior to climbing or belaying.
5. All Participants must use equipment approved by Hoosier Heights. All Participants must use such equipment in a manner approved by Hoosier Heights.
6. Partner checks are mandatory prior to each climb: climbers must check their belayer's equipment, and belayers must check their climber's equipment.
7. Hoosier Heights is not responsible for lost, stolen, or damaged items.
8. Hoosier Heights is a drug, alcohol, and tobacco free environment.
9. Foul language, horseplay, tumbling on landing surfaces, swinging on ropes, running, unruly conduct, and other such behaviors are not allowed.
10. Food and drinks are allowed only in designated areas.
11. 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 Hoosier Heights, and may be used for promotional or commercial purposes. Furthermore, I authorize Hoosier Heights 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: _____