

DYNO CLIMB, LLC d/b/a DYNOCCLIMB

Release of Liability, Assumption of Risk, and Indemnification Agreement

Participant First Name	Participant Last Name	Middle Name	Date of Birth
Address 1	Address 2	City	
State	Postal	Primary Phone	Secondary Phone
Email Address (we never share your information with anyone)	Emergency Contact	Emergency Phone	

THIS IS A LEGALLY BINDING AGREEMENT. Read it carefully before signing, and consult with an attorney if you are uncertain about its terms. Alterations are not permitted. This Agreement must be read and signed by all participants 14 years of age and older. If the participant is a minor (under 18), it must be signed also by the child's natural guardian (defined by pertinent Florida law as the child's mother or father, by birth or adoption, or, if the parents are divorced, the parent to whom custody is awarded). The natural guardian signs for himself or herself and on behalf of the child. Minors presenting this form bearing the signature of a natural guardian may be required to prove the authenticity of the signature. A minor who signs this agreement does so to reflect his or her understanding of the activities and their risks.

SPECIAL NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF DYNO CLIMB, LLC d/b/a DYNOCCLIMB, ITS OWNERS, SUCCESSORS, AFFILIATES, EMPLOYEES AND AGENTS (IDENTIFIED AS "RELEASED PARTIES", BELOW) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM A RELEASED PARTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

If the Participant is a minor, the following section must be completed:

Guardian's First Name	Guardian's Last Name	Guardian's Middle Name	Date of Birth
Address 1	Address 2	City	
State	Postal	Primary Phone	Secondary Phone
Email Address (we never share your information with anyone)	Emergency Contact	Emergency Phone	

In consideration of being allowed to participate in the activities described herein, the individual described above, and if a minor, by and together with his or her guardian described above, ("Participant"), acknowledges and agrees as follows:

1. Activities and Risks:

Climbing on artificial climbing walls, and related activities (including, but not limited to, bouldering, challenge type activities and fitness or exercise classes) exposes participants to numerous risks which might result in physical and emotional injury, death or property loss or damage. These risks include, among others, the following: falling, to the floor or pads; falling or swinging into the climbing wall and other structures and objects; being struck by falling climbers, hardware, tools, broken or dropped holds and other objects; entanglement in ropes; abrasions and/or other injuries from contact with climbing walls, ropes, holds, loose holds, dropped holds, broken holds, pads, or the floor. Climbing and belaying equipment and structures may malfunction, be defective, or fail; and absorbing materials, including pads, below the wall may not prevent all injuries from falls. Participants may participate out of control or beyond their limits or otherwise act in a negligent or intentional manner, which contributes to the injury or death of themselves or another participant. Staff, visitors, belayers and other persons present may act negligently or engage in other wrongful conduct. Dyno Climb LLC d/b/a DynoClimb may fail to warn participants or the natural guardians of certain inherent risks. These risks are inherent in a participant's enrollment and climbing and related activities and they cannot be eliminated without altering the nature of the experience. Other risks may be encountered. **If I am the guardian of a minor participant, I have explained the risks and possible outcomes to the child. I, and the child, understand them and we both choose for the child to participate nevertheless. My, or the child's, participation is voluntary.**

2. Assumption of Risks:

Participant, for myself and on behalf of my minor child, if applicable, to the maximum extent allowed by law, understand, acknowledge and assume any and all risks of Dyno Climb LLC d/b/a DynoClimb activities and the use of its facilities and equipment, inherent or not, and whether or not described in this document.

3. Release and Indemnity (Adult participant):

Participant hereby releases and covenants not to sue Dyno Climb LLC d/b/a DynoClimb, its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and all other claims, demands or causes of action which accrue to me, which are in any way related to my enrollment or participation in an activity of Dyno Climb LLC d/b/a DynoClimb or the use of its facilities or equipment. In addition, Participant agrees to protect, defend, hold harmless and indemnify (including the payment of reasonable attorneys fees, costs and insurance deductibles) Released Parties and each of them with respect to any claim of loss suffered or caused by me, by whomever it may be brought, which relates in any way to my enrollment in an activity of Dyno Climb LLC d/b/a DynoClimb or the use of its facilities or equipment. These agreements of release and indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

4. Release and Indemnity (Guardian for himself or herself and on behalf of a minor participant):

As the natural guardian of the minor participant I, for myself and on behalf of the minor, if applicable, hereby releases and covenants not to sue Dyno Climb LLC d/b/a DynoClimb, its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties" or "Releasees"), with respect to liability for any personal injury, including death, property loss or damage, and any and all other claims, demands or causes of action which accrue to me or to my child which are in any way related to the child's enrollment or participation in an activity of Dyno Climb LLC d/b/a DynoClimb or the use of its facilities or equipment. The claims which I hereby release for myself include claims of negligence (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct. The claims which I release on behalf of my child are those which accrue to the child resulting from an inherent risk of the child's enrollment or participation in an activity of Dyno Climb LLC d/b/a DynoClimb or the use of its facilities or equipment. (IMPORTANT: For purposes of this Release by the parent or guardian on behalf of the minor child, "inherent risk" is defined by applicable Florida law as those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonable manner. The term includes, among other acts or omissions, the failure of the activity provider to warn the natural guardian or child of an inherent risk, and the negligent or intentional acts of the child or another participant which may contribute to the injury or death of the minor participant. "Participant" for purposes of this Release, DOES NOT include Dyno Climb LLC dba DynoClimb its owners, successors, affiliates, employees and agents.) In addition, Participant agrees to protect, defend, hold harmless and indemnify (including the payment of reasonable attorneys fees, costs and insurance deductibles) Released Parties and each of them, with respect to any

claim of loss suffered or caused by the child, by whomever it may be brought, in any way related to my minor child's enrollment in an activity of Dyno Climb LLC dba DynoClimb or the use of its facilities or equipment. This agreement of indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

5. Other:

a. Participant, as an adult participant or natural guardian, agree that if any part of this Agreement is held by a court of law to be unenforceable, the remainder shall survive. It is my intent to comply fully with Florida law, including with respect to a natural guardian's authority to release certain claims on behalf of Participant's child or ward. The venue of any legal action arising out of, concerning or involving this document, or a claim of any sort against a Released Party will be Volusia County, Florida. I agree also that the laws of the State of Florida (not including the laws which might apply of another jurisdiction) will be applied to an interpretation of this Agreement and any dispute which arises between me, or the child, and a Released Party.

b. Participant agrees further that this agreement will remain in full force and effect, and apply to subsequent visits to Dyno Climb LLC d/b/a DynoClimb by me, or the minor child, until revoked in writing, with notice to the other party. Future participation and use of Dyno Climb LLC d/b/a DynoClimb is evidence of my or the child's, continuing agreement with the terms of this document. This agreement may be assigned by Dyno Climb LLC d/b/a DynoClimb without my permission or consent.

c. Participant understands that photographs and video recordings which include me or the child may be taken at Dyno Climb LLC d/b/a DynoClimb. I agree that Dyno Climb LLC d/b/a DynoClimb may use my or the child's likeness in any and all of its publications and advertisements without payment or any other consideration.

d. Dyno Climb LLC d/b/a DynoClimb wants to provide a fun environment for all participants and spectators. Participant understands and agrees that Dyno Climb LLC d/b/a DynoClimb reserves the right to deny or revoke access to anyone for any act deemed inappropriate.

e. Participant has read, understands and agrees to obey the posted Safety Rules which are printed and available at Dyno Climb LLC d/b/a DynoClimb and its website.

Participant represents that Participant has complete and absolute authority to bind, contract for and legally act on behalf of myself and the minor participant, and understand and agree that RELEASED PARTIES rely to their detriment upon this representation and would not allow the minor child to participate without this representation. I have had sufficient opportunity to read and understand this document and intend for it to be binding on me, the minor child who is a participant, and members of my, and the child's, respective families, estates and personal representatives. Guardian(s) must sign below for the minor child to participate and agree that they and the minor child are subject to all the terms of this document, as set forth above.

Signature of Participant _____
(14 years and older must sign) Date _____

Participant Printed Name _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)
This is to certify that I, as parent/guardian with legal responsibility for _____ (Name of minor) , do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Signature of Parent(s) _____
(or Guardian) Date _____

Parent/Guardian Name _____