



NIAGARA CLIMBING CENTER
 1333 STRAD AVENUE
 N. TONAWANDA, NY 14120
 www.niagaraclimbingcenter.com
 716.695.1248

PARTICIPANT ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND RELEASE

In consideration of the services of R&B Rock Gym, Inc., dba Niagara Climbing Center, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NCC"). I hereby agree on behalf of myself, my heirs, assigns, executor(s) or administrator, personal representative and estate, to release, indemnify and discharge NCC, as follows:

1. I acknowledge that climbing the artificial climbing wall at this facility is an INHERENTLY DANGEROUS ACTIVITY that entails both known and unanticipated risks, that could result in injury, paralysis, or death to myself or others. I understand that such risks cannot be eliminated without diminishing the essential qualities of the activity, and that risks also exist to non-climbers. The risks include, among other things: falling off the wall; loose and/or damaged artificial holds, failure or misuse of equipment; falling to the floor or on other persons or being fallen on, abrasions from the walls, ropes, pads or the floor; belay and/or belayer failure; climbing out of control or beyond one's abilities; the negligence of other climbers, visitors, participants, or other persons who may be present; injuries due to over-training or my own negligence or that of my child or the person of whom I am guardian. Furthermore, I acknowledge and understand that NCC employees might be unaware of a participant's fitness or abilities.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in or observation of this activity is purely voluntary, and I elect to participate or remain in the facility despite the risks.
3. I hereby release, forever discharge, and agree to indemnify, defend and hold harmless NCC from any and all costs, liabilities, damages, obligations claims, demands, or causes of action, which are in anyway connected with my participation in this activity, my use of NCC's equipment or facilities, and/or my entry into the facility, including any claims, demands or causes of action based on or arising out of alleged acts or omissions of NCC. If I am executing this document in my capacity as parent or legal guardian of a minor, my execution of this document shall be deemed to be binding upon such minor to the fullest extent permitted by law, and the agreement on my part to indemnify, defend and hold NCC harmless stated earlier in this paragraph shall apply in full to any and all costs, liabilities, damages, obligations claims, demands, or causes of action, which are in anyway connected with such minor's participation in this activity, use of NCC's equipment or facilities, and/or entry into the facility.
4. Should NCC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance and/or resources to cover any injury or damage I (or any minor for whom I am signing) may cause or suffer as a result of entering the facility and/or participating in any activity within the facility, including but not limited to health insurance and coverage for economic loss. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. The laws of the State of New York shall govern this document. I understand and agree that if any provision of this document is found to be unenforceable by a Court of law, that finding shall not alter or void the remainder of the document and the rights and responsibilities expressed therein. This document shall be binding with respect to entry into this facility and/or participation in any activities on the date set forth below and at any and all times after that date.
7. I agree to abide by the rules of the facility.

By signing this document, I acknowledge that if anyone suffers injury or death relating in any manner to entry into the facility and/or participation in any activity within the facility by myself or by a minor of whom I am parent or legal guardian, I may be found by a court of law to have waived my right or such minor's right to maintain a lawsuit against NCC on the basis of any claim from which I have released them herein, and to be liable for damages to NCC and/or any such person.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Last Name		First Name		Middle
Address		Zip	City	State
Cell Phone	Home Phone		Date Of Birth	
Email Address				we will not share your email we will send discount coupons
Emergency Contact		Emergency Contact Phone		
Participant's Signature				Today's Date
Parent or Guardian Signature				Today's Date