

# WAIVER & RELEASE OF LIABILITY

First Name*	Middle Name	Last Name*
Home Phone*	Date of Birth*	
Email Address*		
Address1*		Address2
City*	State*	Zip*
Emergency Contact Name*		Emergency Contact Phone*

## HOOSIER HEIGHTS L.L.C.

### Indoor Climbing Facility

5100 S. Rogers

Bloomington, IN 47403

Phone: (812) 824-6414

Email: [info@hoosierheights.com](mailto:info@hoosierheights.com)

Website: <http://www.hoosierheights.com>



### **GYM RULES (Subject to change without notice):**

1. Everyone must check in at front desk upon arrival for each visit. If you have an address or phone number change, please let us know!
2. Buddy checks are mandatory: climber must check belayer's equipment; belayer must check climber's equipment.
3. Participants must be a minimum of 15 years of age in order to belay. Participants under 12 years of age must be accompanied by a parent/guardian.
4. Participants under 18 years of age must have this "Waiver & Release of Liability" form signed by a parent or legal guardian.
5. All climbers and belayers must be safety approved by Hoosier Heights staff prior to climbing or belaying. (Top-rope, Boulder, Sport, etc.)
6. Hoosier Heights is a drug, tobacco, and alcohol free environment. Hoosier Heights is not responsible for lost, stolen or damaged items.
7. Foul language, horseplay, tumbling on landing surface, swinging on ropes, running, unruly conduct, are NOT allowed at Hoosier Heights.
8. Food and drinks are allowed in the party areas only, NOT IN CLIMBING OR BOULDERING AREAS!
9. Management has the right to suspend or terminate any participant's membership or pass for violation of any gym rules or for any conduct deemed inappropriate, disruptive or unsafe by staff. No refunds will be given for such suspension or termination.
10. No bouldering above head height! While bouldering, all participants must use crashpads and spotters.

**RELEASE AND ASSUMPTION OF RISK:** In consideration of being permitted to use the facilities of Hoosier Heights Indoor Rock Climbing Facility L.L.C., and mindful of the significant risks involved with the activities incidental thereto, I, for myself, my heirs, my estate and personal representative, do hereby release and discharge Hoosier Heights Indoor Rock Climbing Facility L.L.C. (hereinafter referred to as "Hoosier Heights") from any and all liability for injury that may result from my use of the facilities of Hoosier Heights Indoor Climbing, and I do hereby waive and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to myself arising as a result of the use of the facilities of Hoosier Heights or any activities incidental thereto, wherever or however such personal injury, property damage or wrongful death may occur, whether foreseen or unforeseen, and for whatever period said activities may continue. I agree that under no circumstances will I, my heirs, my estate or my personal representative present any claim for personal injury, property damage or wrongful death against Hoosier Heights or its employees, members, directors, officers, agents or assigns for any of said causes of actions, whether said causes of action shall arise by the negligence of any said person or otherwise.

It is the intention of the undersigned individual to exempt and relieve Hoosier Heights and its employees, members, directors, officers, agents and assigns from liability for any personal injury, property damage or wrongful death caused by negligence. This contract shall be legally binding upon me, my heirs, my estate, and my personal representative, as well as upon any and all other person authorized to act for me or on my behalf or on behalf of my heirs, my estate, or my personal representative.

**ACKNOWLEDGMENT:** I, the undersigned, acknowledge that I understand that there are significant elements of risk associated with the sport of rock climbing, including those activities that take place indoors. 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 Hoosier Heights. I realize that those risks may include, but are not limited to, injuries resulting from falls, equipment failures, entanglements, falling or dropped items, or the negligence of other climbers, participants, belayers, spotters, 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 the use of the Hoosier Heights facilities and that other unknown and unanticipated risks may result in injury, illness, paralysis or death.

**MEDICAL AUTHORIZATION:** I agree, on behalf of myself and on behalf of any minor children for which 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 Hoosier Heights facility and/or its equipment. I agree, on behalf of myself and on behalf of any minor children, for which I am responsible, to pay all cost 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 children for which I am responsible, that any film or photographs of me/us, as users of the Hoosier Heights facility taken by Hoosier Heights staff, photographers, and/or videographers utilized by Hoosier Heights, 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 which, I am responsible via telephone, e-mail, or standard mail with promotions and special events or programs.

**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 AND ITS EMPLOYEES MEMBERS, DIRECTORS, OFFICERS, AGENTS AND ASSIGNS OF THEIR LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY SAID PERSON OR OTHERWISE.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OF AGE**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from 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 of the law. (✓) Choose Appropriate Guardianship:  PARENT  LEGAL GUARDIAN

Parent/Guardian's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_