



**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

**All Participants must fill out and sign this Agreement. For Participants under 18 yrs. of age, a Parent or Legal Guardian must sign this Agreement.**

Participant Last Name		Participant First Name		MI	Date of Birth
Participant Address		City	State	Zip	
Primary/Cell/Home Phone	Work Phone	Participant Email (email addresses are not shared/sold)			Gender
Emergency Contact		Emergency Phone	Relation		

**INTRODUCTION.** Please read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (this “Agreement”) carefully before signing. This Agreement informs you about your responsibilities and assumption of risks, and it includes a release of liability, indemnification, and surrender of certain legal rights.

*Parent(s) or Legal Guardian(s) (hereafter collectively “Parent(s)”) of any Participant under the age of 18 (hereafter “minor(s)” or “child”) shall sign this Agreement. “I,” “me” or other first-person references shall include both the Parent(s) and the minor Participant unless the context requires otherwise. References to “Participant” include both minor and adult Participants.*

**In consideration of the services of Climb So iLL, Inc. (“Climb So iLL”), its agents, owners, officers, directors, employees, representatives, landlords, tenants, partners, joint venturers, and all other persons or entities associated with any of the foregoing, including but not limited to So iLL, Inc. (all of the foregoing parties including without limitation Climb So iLL, Inc. are collectively referred to hereinafter as the “Released Parties”), in consideration for entry upon any Climb So iLL rock climbing facility, including but not limited to the facilities located at 1419 Carroll Street, St. Louis, Missouri 63104 and/or 650 N. Main Center, St. Charles, Missouri 63301 (each, a “Facility” and collectively, the “Facilities”), and for participation in activities at any location, whether indoor or outdoor, that are sponsored by or involve any of the Released Parties, I, the undersigned Participant, including Parent(s) or Legal Guardian(s) of minor Participants, agree as follows:**

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS.** Engaging in climbing or other activities at any Facility and/or at other locations, both indoor and outdoor, that are sponsored by or involve any of the Released Parties, involve serious risks. These activities vary but can include bouldering (unroped climbing), climbing, belaying and rappelling on any Facility’s artificial climbing walls or other walls, equipment, or facilities, with or without Climb So iLL staff present, and other activities such as fitness classes (yoga, cardio, etc.), climbing instructional classes, personal instruction or personal training, and use of rental equipment, weights and/or fitness equipment. I acknowledge that participating in climbing or such other activities involves risks, including but not limited to risks involving physical activity, decision making, equipment failure or misuse, falling objects or building elements, and such other risks and hazards associated with rock climbing activities, use of artificial climbing walls or my presence in any Facility. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. I understand that wearing a helmet does not eliminate the dangers associated with any activity but that in certain instances a helmet can reduce the risk of permanent injury or death. I understand that the Released Parties recommend that I wear a helmet and that if I choose not to wear a helmet I do so against their advice and at my own risk. **These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to the Participant or others.**

**Unsupervised use of the Facilities before or after normal hours.** I understand that I may have unsupervised access to and use of the Facilities. I understand that if I choose to engage in any climbing, exercise, and/or other activity during periods when a Facility is not supervised by Climb So iLL personnel or monitored on a real-time basis, that there may be a total inability for anyone to be summoned from on or off the premises of the Facility to provide any emergency response to me if I need such response. I understand that climbing, exercise and/or other activities in unsupervised and/or unmonitored settings increase the risks to me related to the occurrence of adverse events and the provision of timely emergency response, and that by engaging in such activity anyway, without supervision and/or real-time monitoring, I assume all the additional risks related thereto, including the possibility of injury, enhanced injury or greater/more severe injury or even death.

I understand that known, unknown and/or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a Participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in climbing activities which have not been disclosed in writing to Climb So iLL. I acknowledge that Climb So iLL staff is, and has been, available to answer further questions about the nature and physical demands of these activities and the risks, hazards, and dangers associated with these activities. I understand that the presence of Climb So iLL personnel is absolutely no assurance of my safety nor does the presence of personnel lessen any of these risks, and I represent I am fully capable of participating in these activities without causing harm to me or others.

I have read or have had the opportunity to read the rules of conduct and other regulations in each Facility and agree to abide by such rules and regulations. I agree to follow all Climb So iLL rules and regulations that may be posted at each Facility or communicated to me by Climb So iLL personnel from time to time.

I understand that neither Climb So iLL nor any of the Released Parties makes any warranties or representations (express or implied) concerning any of the Facilities, including but not limited to the safety of me or my property while on or about any Facility, the conditions of each Facility, or the quality, condition or safety of the equipment I may use or encounter while in each Facility or engaging in activities therein.

**Climbing is dangerous! In both supervised and unsupervised activities, I acknowledge that all Participants are responsible for their own safety. My participation in these activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks. Therefore, I assume and accept full responsibility for those risks identified here and for those risks not identified, and for injury, damage, death or other loss suffered by me resulting from those risks, my own negligence, and/or the negligence of any one or more of the Released Parties.**

**RELEASE AND INDEMNITY AGREEMENT.** Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights. The undersigned agree(s) as follows:

- (1) I hereby release, waive, forever discharge, and covenant not to sue the Released Parties, with respect to all losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys’ fees and costs), whether known or unknown, arising out of any injury, damage, death or other loss to me

or my child in any way connected with my/my child's enrollment or participation in activities at any Facility and/or at other locations, both indoor and outdoor, that are sponsored by or involve the Released Parties, use of each Facility's climbing walls or other equipment, or my/my child's presence on or about each Facility. **I hereby waive all claims I may have against the Released Parties, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against any one or more of the Released Parties, as a result of any injury, damage, death or other loss suffered by me or my child regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties;**

(2) **I hereby agree to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) and hold each of the Released Parties harmless with respect to all losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys' fees and costs), whether known or unknown:

- (a) Brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in activities at each Facility and/or at other locations, both indoor and outdoor, that are sponsored by or involve the Released Parties, use of each Facility's climbing walls or other equipment, or my/my child's presence on or about the each Facility, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties; and/or,
- (b) Brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in activities at each Facility and/or at other locations, both indoor and outdoor, that are sponsored by or involve the Released Parties, use of the Facility's climbing walls or other equipment, or my/my child's presence on or about each Facility, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties.

**This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of any one or more of the Released Parties and includes, but is not limited to, claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.**

**MISCELLANEOUS** I authorize Climb So iLL staff or any of the Released Parties to obtain or provide or not provide medical care for me without liability and to transport me or not transport me to a medical facility. I authorize medical personnel to render such treatment they deem necessary for my health. I agree that the Released Parties have no responsibility for medical care provided to me and I agree to pay all costs associated with any such medical care and transportation.

I authorize Climb So iLL to use any photograph, video or other image of me taken at any Facility or at any event sponsored by any of the Released Parties to be used in promotional materials, brochures, websites, social media, television, films or such other uses they deem appropriate and with no compensation to me.

This Agreement shall not constitute an invitation to enter any Facility and I acknowledge that I have received only a limited license to enter the Facilities as a licensee and solely for my own benefit, and the limited license may be amended or revoked at any time by Climb So iLL in its sole and absolute discretion.

I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, and I understand that this is the entire agreement between me and Climb So iLL and that it cannot be modified or changed by any representation or statement(s) by the Released Parties or any agent or employee thereof. This Agreement may only be amended by a written document duly executed by an authorized officer of Climb So iLL and, if applicable, the Participant. Any portion of this Agreement deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Agreement and the remaining provisions shall continue in full force and effect.

I agree that this Agreement and all other aspects of my relationship with the Released Parties are governed by Missouri state law exclusive of its choice of law provisions. Further, any mediation, arbitration, lawsuit, or other proceeding arising out of or relating to my enrollment or participation in Climb So iLL activities, must be filed or entered into only in the State of Missouri and Missouri state law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator.

**I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION INVOLVING ANY ONE OR MORE OF THE RELEASED PARTIES OR THE FACILITIES.**

**I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon myself and my family, my heirs, executors, personal representatives, estate, and my successors and assigns.**

Participant Signature	Participant Printed Name	Date
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**If the Participant is under the age of 18 years:** I am the parent or legal guardian of the above-named Participant. I hereby agree to the provisions of the foregoing Agreement and specifically make, enter into, and join each and every acknowledgement, assumption, representation, waiver, release, indemnity (including but not limited to the indemnity set forth in the paragraphs numbered (1) and (2) under the "Release and Indemnity Agreement" heading of this Agreement) and every other agreement or term set forth in this Agreement on behalf of myself, and all others claiming through me and, to the extent permitted by law, the minor Participant and every other parent or legal guardian of the minor Participant and those claiming by or through the minor Participant. I hereby represent that I have authority to execute this Agreement in such capacity, and I agree personally to indemnify, hold harmless and defend the Released Parties from and against any losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys' fees and costs), whether known or unknown, arising out of any lack of such authority. **I acknowledge that I have carefully read, understand and voluntarily sign the foregoing Agreement.**

**I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE (OR THAT THE MINOR PARTICIPANT MAY HAVE) TO A TRIAL BY JURY IN ANY ACTION INVOLVING ANY ONE OR MORE OF THE RELEASED PARTIES OR THE FACILITIES.**

Parent or Guardian Signature		Printed Parent or Guardian Name		Date
Address (if different than Participant address)		City	State	Zip
Primary/Phone (if different than Participant Phone)	Work Phone	Waiver Accepted by (staff name)		

