RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

**WARNING: CLIMBING IS DANGEROUS!!! I, the undersigned, acknowledge and agree that the use of Climbing Apparatus and Instruction Activities sponsored by Vertical Endeavors have INHERENT RISKS. Those risks include, but are not limited to the following:****

1. Injuries or death resulting from the failure or negligent misuse of Vertical Endeavors' Climbing Apparatus.
2. Injuries resulting from slips, trips, falls, and/or the physical demands associated with the use of Vertical Endeavors' Climbing Apparatus.
3. Injuries resulting from the swinging or fall of other persons who may come into contact with me or from any swinging or falls in which I come into contact with other persons.
4. Injuries occurring from the NEGLIGENCE or lack of adequate training of Vertical Endeavors' volunteers or employees assisting with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of Vertical Endeavors Climbing Apparatus, and also including but not limited to, failure of ropes, slings, harnesses, delay devices, handholds, anchor points, landing surface and its curbs, items left in landing surface and any other part of the climbing structure.
6. Injuries resulting from the NEGLIGENCE of Vertical Endeavors' owners, operators, employees, or volunteer assistants, the NEGLIGENCE of other climbers, visitors, or persons present at Vertical Endeavors, the NEGLIGENCE of the designers, manufacturers or installers of the Climbing Apparatus, and/or the NEGLIGENCE Vertical Endeavors' landlord.
7. Injuries resulting from Instruction Activities not directly related to climbing but related to other services offered by Vertical Endeavors in its facility.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using Climbing Apparatus and other activities offered by Vertical Endeavors including Instruction Activities. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner not foreseeable at the time I sign this Agreement. I realize that by voluntarily assuming the risks involved, I AM SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

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**RELEASE, PROMISE NOT TO SUE AND REPRESENTATIONS**

In consideration of my observing or using Vertical Endeavors Climbing Apparatus, and/or in consideration of my participating in Instructional Activities I, on behalf of myself, my heirs, administrators and personal representatives, hereby RELEASE VERTICAL ENDEAVORS AND FOREVER DISCHARGE IT FROM ANY AND ALL LIABILITY, and PROMISE NOT TO SUE Vertical Endeavors, or any of its officers, directors, employees, volunteers, or agents or any other climber, visitor, or person present in or using Vertical Endeavors' Climbing Apparatus for any claims, losses, damages and/or demands arising out of any PERSONAL INJURIES sustained by me, damage to my PROPERTY, or my DEATH. This RELEASE extends to and shall be applicable to the designers, manufacturers and/or installers of Vertical Endeavors' Climbing Apparatus and Vertical Endeavors' landlord.

You represent you are over the age of 18 and that you have the demonstrated ability to top out on the bouldering apparatus at VE. You further agree not to engage in flips, tricks, jumping, or any other activity that is not safe in connection with bouldering.

All parents bringing children to the facility hereby acknowledge and agree they have been advised by VE staff of VE’s child supervision rules. I, on behalf of myself, my heirs, administrators and personal representatives, hereby RELEASE VERTICAL ENDEAVORS AND FOREVER DISCHARGE IT FROM ANY AND ALL LIABILITY, and PROMISE NOT TO SUE Vertical Endeavors, or any of its officers, directors, employees, volunteers, or agents or any other climber, visitor, or person present in or using Vertical Endeavors' Climbing Apparatus for any claims, losses, damages and/or demands arising out of any PERSONAL INJURIES sustained by me, damage to my PROPERTY, or my DEATH. This RELEASE extends to and shall be applicable to the designers, manufacturers and/or installers of Vertical Endeavors' Climbing Apparatus and Vertical Endeavors' landlord.

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**ASSUMPTION AND ACKNOWLEDGMENT OF RISK**

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- Injuries resulting from slips, trips, falls, and/or the physical demands associated with the use of Vertical Endeavors' Climbing Apparatus.
- Injuries resulting from the swinging or fall of other persons who may come into contact with me or from any swinging or falls in which I come into contact with other persons.
- Injuries occurring from the NEGLIGENCE or lack of adequate training of Vertical Endeavors' volunteers or employees assisting with medical or other help either before or after injuries have occurred.
- Injuries resulting from the failure of Vertical Endeavors Climbing Apparatus, and also including but not limited to, failure of ropes, slings, harnesses, delay devices, handholds, anchor points, landing surface and its curbs, items left in landing surface and any other part of the climbing structure.
- Injuries resulting from the NEGLIGENCE of Vertical Endeavors' owners, operators, employees, or volunteer assistants, the NEGLIGENCE of other climbers, visitors, or persons present at Vertical Endeavors, the NEGLIGENCE of the designers, manufacturers or installers of the Climbing Apparatus, and/or the NEGLIGENCE Vertical Endeavors' landlord.
- Injuries resulting from Instruction Activities not directly related to climbing but related to other services offered by Vertical Endeavors in its facility.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using Climbing Apparatus and other activities offered by Vertical Endeavors including Instruction Activities. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner not foreseeable at the time I sign this Agreement. I realize that by voluntarily assuming the risks involved, I AM SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.