

Liability Release and assumption of risk for Rock Climbing.

This is a release of your rights to sue Top Rope , and their employees, agents and assigns herein after “released parties” for personal injury or wrongful death that may occur during the activity as a result of inherent risks associated with rock climbing, as a result of negligence, or equipment failure, or other error of the released parties.

- ___1. I acknowledge I have completed a registration form and correctly provided information regarding my general fitness level, and ability to participate in the activity.
- ___2. I am aware of the inherent risks associated with Rock Climbing, Rappelling.
- ___3. I agree to visually inspect my equipment that is given to me, and notify the guides if I see anything that may appear broken, or not working properly.
- ___4. I understand that this is a guided Rock Climbing class and I will follow instructions given by guides, and stay within the general area of the guides and other guests.
- ___5. I understand that the tour will be conducted in a remote location, and I understand that no immediate medical attention is available to me at this remote site.
- ___6. I am aware of the risks associated, are physically demanding and I will be exerting myself during the class.
- ___7. I am aware these risks may include, and are not limited to fall, cuts, bruises, sprains, other.
- ___8. I understand that if all parties observe good practices and act with good care, that injuries may still occur, and I assume the risk and acknowledge that the instructor cannot ensure my safety.
- ___9. I certify that I am in good mental and physical condition and have no health issues that would interfere with these rigorous activities, or would pose a threat to my safety or someone else's.”

It is the intention of X (participants name) _____ by this instrument to exempt and release , David McCarthy, DBA, The Top Rope co. and all other agents as defined above from all liability for personal injury, property damage, wrongful death caused by negligence. I have fully informed myself of the contents of this information and release by reading it before I signed it on behalf of myself or my heirs.

X _____
Signature of participant

Date

X _____
Signature of parent or guardian

Date