

CLIMBING GYM WAIVER AND RELEASE OF LIABILITY

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This Climbing Gym Waiver and Release of Liability (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTICIPANT NAME], residing at [PARTICIPANT ADDRESS] (the "**Participant**"); and

[GYM / FACILITY LEGAL NAME], a [STATE] [ENTITY TYPE] operating a climbing facility at [FACILITY ADDRESS] (the "**Facility**").

Participant and Facility are each a "**Party**" and together the "**Parties**."

Recitals. The Facility offers indoor and/or outdoor climbing, including [DESCRIBE: e.g. bouldering, top-rope climbing, lead climbing, auto-belay climbing, instruction, and use of training areas] (the "**Climbing Activities**"). The Participant wishes to use the Facility and take part in the Climbing Activities and understands that climbing is a hazardous activity that involves a real risk of serious injury or death. The Facility permits the Participant to participate only on the condition that the Participant agrees to this Waiver. In consideration of being permitted to use the Facility and participate, the Parties agree as follows.

1. Climbing Activities and Voluntary Participation

1.1 Description. The Climbing Activities include use of the climbing walls, bouldering areas, ropes, harnesses, auto-belay devices, mats, holds, training equipment, and related areas located at [LOCATION(S)] during the Facility's posted hours.

1.2 Voluntary participation. The Participant takes part voluntarily and of the Participant's own free will, and may stop climbing or leave any area at any time if the Participant feels unwell, fatigued, or at risk.

1.3 Skill and orientation. The Participant represents that the Participant has the physical ability and, where required, the certification or orientation to use the equipment selected, and will complete any belay check, orientation, or test the Facility requires before climbing or belaying.

1.4 No supervision guarantee. The Participant understands that staff cannot observe every climber at all times and that the Participant remains responsible for the Participant's own safety and the safety of anyone the Participant belays.

2. Assumption of Risk

2.1 Inherent risks. The Participant understands that climbing and use of a climbing facility involve inherent and significant risks, including [e.g. falls from height, falling or swinging into walls, holds, or other climbers; failure or misuse of ropes, harnesses, knots, carabiners, belay devices, or auto-belays; equipment failure; rope burns; dropped climbers; loose or broken holds; collisions; landing improperly on mats;

entanglement; and the negligence of other climbers], and that these risks may result in property damage, sprains, fractures, head and spinal injuries, paralysis, other serious bodily injury, permanent disability, or death.

2.2 Knowing assumption. Knowing and appreciating these risks, the Participant freely and voluntarily assumes all risk of loss, damage, injury, illness, or death arising out of or related to the Participant's use of the Facility and participation in the Climbing Activities, including risks arising from the Facility's ordinary negligence to the extent permitted by law.

2.3 Conditions and other climbers. The Participant accepts the risk that walls, holds, mats, and equipment may shift, wear, or fail, that conditions may change, and that other patrons may act carelessly, and the Participant assumes the risk of injury caused by the conduct of other patrons.

3. Equipment, Belaying, and Conduct

3.1 Equipment inspection. The Participant will inspect all equipment before use, will not use any equipment that appears worn, damaged, or unsafe, and will report any such equipment to staff before use.

3.2 Belay competence. A Participant who belays represents that the Participant is competent to do so safely, will use a proper belay technique and an appropriate device, will keep a brake hand on the rope at all times, and will give the climber the Participant's full attention.

3.3 Personal equipment. If the Participant uses personal climbing equipment, the Participant is solely responsible for its condition and suitability, and the Facility makes no representation about personal equipment.

3.4 Rules and instructions. The Participant will follow all posted rules, signage, and the reasonable instructions of staff, including rules on climbing under others, descending, spotting, fall zones, and area capacity.

4. Health Representations and Medical Authorization

4.1 Fitness to participate. The Participant represents that the Participant is in good health and has no medical condition that would make participation unsafe, or has obtained clearance from a physician to participate.

4.2 Disclosure. The Participant has disclosed any condition, injury, pregnancy, or limitation relevant to safe participation: **[LIST OR "NONE"]**, and will promptly inform the Facility of any change.

4.3 Consent to treatment. In the event of injury or a medical emergency, the Participant authorizes the Facility to arrange emergency medical care and transport, and is responsible for the cost of any treatment and related transport.

4.4 Emergency contact. The Participant's emergency contact is **[NAME, RELATIONSHIP, PHONE]**.

5. Release and Waiver of Claims

5.1 Release. To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Facility and its owners, officers, employees, instructors, route setters, agents, and contractors (the "**Released Parties**") from any and all claims, demands, causes of action, and liability for loss, damage, injury, illness, or death arising out of or related to the Participant's use of the Facility and participation in the Climbing Activities, including claims based on the ordinary negligence of any Released Party.

5.2 Covenant not to sue. The Participant agrees not to sue or bring any claim against the Released Parties for any matter released under Section 5.1.

5.3 Limits of the release. This release does not apply to liability that applicable law does not permit to be waived, including, in many jurisdictions, liability for gross negligence, recklessness, or willful or wrongful

misconduct. The scope and enforceability of liability waivers vary by jurisdiction; local law controls where it limits what may be released.

6. Indemnification

6.1 Indemnity. To the fullest extent permitted by applicable law, the Participant will indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Participant, or by a third party, arising out of the Participant's use of the Facility or breach of this Waiver, including reasonable attorneys' fees.

6.2 Exclusions. The indemnity in Section 6.1 does not extend to liability arising from a Released Party's gross negligence or willful misconduct, or to the extent applicable law prohibits indemnification.

7. Photography and Property

7.1 Media release. The Participant **[grants / does not grant]** the Facility permission to capture photographs or video of the Participant during the Climbing Activities and to use that media for the Facility's promotional purposes without further compensation.

7.2 Personal property. The Participant is responsible for the Participant's personal property. The Facility is not responsible for lost, stolen, or damaged property, whether or not stored in a locker or cubby.

8. Minor (if applicable)

8.1 Parent or guardian consent. If the Participant is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have legal authority to consent on the Participant's behalf, agrees to all terms of this Waiver on the Participant's behalf, and, to the fullest extent permitted by law, releases and indemnifies the Released Parties on the same terms as the Participant.

8.2 Acknowledgment. The parent or guardian understands that, in some jurisdictions, a parent's pre-injury waiver of a minor's claims may be limited or unenforceable, and that local law controls.

9. General Provisions

9.1 Governing law and venue. This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Severability. If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be narrowed or reformed only to the extent needed to make it enforceable, so that the release operates to the maximum extent the law allows.

9.3 Entire agreement; amendment. This Waiver is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties. It is intended to supplement, not replace, the Facility's membership or day-pass terms, if any.

9.4 Binding effect. This Waiver binds and benefits the Parties and their heirs, next of kin, executors, administrators, successors, and assigns.

9.5 Acknowledgment of understanding. The Participant has read this Waiver, understands that it gives up substantial legal rights, including the right to sue, and signs it freely and voluntarily.

9.6 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the Effective Date. The Participant acknowledges having read and understood this Waiver before signing.

PARTICIPANT	FACILITY
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [N/A]	Title: [TITLE]
Date: _____	Date: _____

Parent or Guardian (complete only if the Participant is a minor):

PARENT / LEGAL GUARDIAN
Signature: _____
Printed name: [NAME]
Relationship to Participant: [RELATIONSHIP]
Date: _____

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