# SANTA BARBARA ROCK GYM, INDOOR ADVENTURES, Inc.
## TERMS OF GYM USE, RELEASE OF LIABILITY AND CLAIMS AGREEMENT

322 State St.
Santa Barbara, CA 93101

****PLEASE PRINT CLEARLY****

Date_____/_____/_____

Name of User _____

Address _____

Zip _____City _____State _____

Date of Birth _____/_____/_____

Phone (_____) _____E-mail _____

Emergency Contact Name Relationship Phone

_____ _____ ( )_____

**Santa Barbara Rock Gym**

**AGREEMENT FOR ACKNOWLEDGMENT OF RISK FOR WAIVER, DISCLAIMER, AND RELEASE OF LIABILITY; NOT TO SUE; AND FOR INDEMNITY**

I, on behalf of myself (or if signing on behalf of a child or children, on behalf of such child or children) and on behalf of my (or my minor's) heirs, personal representatives, spouse, next of kin, successors and assigns, hereby understand, acknowledge, and voluntarily agree with SBRG, its shareholders, members, owners, officers, directors, employees, agents, contractors, insurers and/or landlords, and each of their respective successors and assigns as follows:

CLIMBING IS AN INHERENTLY HAZARDOUS AND DANGEROUS ACTIVITY AND INVOLVES BOTH INHERENT AND EXTRINSIC, AND BOTH NATURAL AND ARTIFICIAL RISKS THAT MAY RESULT IN ALL MANNER OF HARM, LOSS, DAMAGE, PROPERTY DAMAGE, SERIOUS PERSONAL INJURIES, OR DEATH TO ME AND/OR OTHERS FROM, FOR EXAMPLE, (a) FALLS FROM THE CLIMBING SURFACE ONTO THE FLOOR, ROCK SURFACE, PROJECTIONS OR OTHER OBJECTS, (b) FALLING ONTO OTHERS PRESENT, (c) CLIMBERS OR OTHER OBJECTS (SUCH AS ROPES, HOLDS OR HARDWARE) FALLING ONTO ME, (d) IMPROPER USE, INSTALLATION OR MAINTENANCE OF GEAR, EQUIPMENT AND/OR APPARATUSES, (e) GEAR AND EQUIPMENT DEFECTS OR MALFUNCTION, (f) FAILURE TO FOLLOW PROPER CLIMBING AND/OR BELAY PROCEDURES, (g) IMPROPER OR INSUFFICIENT TRAINING, SUPERVISION AND/OR INSTRUCTION, (h) ROPE ABRASION AND/OR ENTANGLEMENT, (i) CUTS AND ABRASIONS RESULTING FROM SKIN CONTACT WITH THE CLIMBING WALL, AND (j) FAILURE OF ROPES, SLINGS, BOLTS, CHAINS, CLIMBING HARDWARE, ANCHOR POINTS, OR ANY PART OF THE CLIMBING WALL STRUCTURE. I fully and completely acknowledge that the above list and descriptions are not all of the risks associated with use of and presence in SBRG, and that the above list in no way limits the extent or scope of this Agreement.

_____**(Initial)**

My presence in and use of the SBRG facilities is entirely voluntarily and with a complete and full understanding that any and all such usage, including, but not limited to climbing, is entirely voluntary and with a complete and full understanding that any and all such usage involves all manner of hazards and dangers. I ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO ME OR OTHERS RESULTING FROM, ARISING OUT OF, OR ANY WAY IN RELATION TO MY USE OF OR PRESENCE IN SBRG'S FACILITIES, GEAR, EQUIPMENT, CLIMBING WALLS AND APPARATUSES.

_____**(Initial)**

I have an obligation and responsibility to myself, as well as to other users of SBRG to conduct myself in a safe manner. I will not use the SBRG facilities while under the influence of drugs or alcohol or while suffering from or experiencing any other condition that might impair me.

_____**(Initial)**

I am responsible for checking, ensuring and maintaining the safety and safe operating condition of any and all equipment, gear, or apparel (including, but not limited to, anchors, ropes, carabiners, belay devices, harnesses and/or shoes) that I may utilize while present in or using SBRG regardless of where or from whom I may have obtained such equipment, gear, or apparel. I use and accept those items "as is" and use them at MY OWN RISK.

_____**(Initial)**

I HEREBY **WAIVE, RELEASE, AND DISCHARGE** FOREVER, SBRG, FROM **ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER**, FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURIES OR DEATH, DUE TO ANY NEGLIGENCE, OR ANY OTHER CAUSE (INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE OF SBRG, OR ITS EMPLOYEES, CONTRACTORS OR AGENTS, OR OTHERWISE) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN OR USE OF THE GYM.

_____**(Initial)**

I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SBRG, FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY OR JUDGMENT RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN AND/OR USE OF SBRG, ITS FACILITIES, GEAR, EQUIPMENT, OR APPARATUSES.

_____**(Initial)**

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AND ANY OF MY CHILDREN WHO I AM SIGNING FOR SHALL HAVE (a) NO CLAIMS WHATSOEVER AGAINST, (b) HAVE NO RIGHT TO SUE, AND (c) HAVE NO RIGHT TO RECOVER ANY DAMAGES OR OTHER COMPENSATION FROM SBRG.

_____**(Initial)**

SBRG, shall have no responsibility for lost, damaged or stolen property while in or on the premises, or parking lots or in other areas within the vicinity of SBRG.

_____**(Initial)**

SBRG reserves the right to use any photograph taken at the facility, or in conjunction with any other activity involving SBRG, including but not limited to those taken during open climbs, birthday parties, group events, or any courses or classes operated by SBRG, to be used in SBRG's promotional material, brochures and web-site.

_____**(Initial)**

If any term or provision hereof is invalid, illegal or unenforceable, the invalid, illegal or unenforceable term or provision shall be stricken only to the minimal extent necessary, and the remaining terms and provisions hereof shall remain unimpaired. No provision hereof can be waived except expressly in writing signed by SBRG.

_____**(Initial)**

I REPRESENT AND ACKNOWLEDGE THAT I HAVE FULLY READ THIS AGREEMENT AND ALL POSTED RULES FOR THIS FACILITY, AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I FULLY UNDERSTAND EACH AND EVERY TERM. I AM VOLUNTARILY EXECUTING THIS AGREEMENT. I FURTHER UNDERSTAND THAT THIS AGREEMENT HAS NO EXPIRATION DATE.

_____**(Initial)**

*****PLEASE COPY THE FOLLOWING STATEMENT IN YOUR OWN HANDWRITING.**
*→ I HEREBY AGREE TO ALL SECTIONS AND TERMS OF THIS WAIVER.*

---

**AGREED AND ACCEPTED:**

Climber's Signature: _____ Date: _____/_____/_____

**If under 18, signature of a parent or legal guardian is also required.**

I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE ABOVE SIGNED CHILD AND CAN AUTHORIZE THE RELEASE OF LIABILITY FOR THIS CHILD.

_____**(Initial)**

**PRINT** Parent/legal guardian name: _____

Relationship: _____

Signature: _____ Date: ____/_____/_____