

MINOR: Use for parent to sign for his/her OWN child

IMPORTANT: READ ENTIRE DOCUMENT AND INITIAL IN ALL 9 BOXES

SECTION 1 – CUSTOMER INFORMATION (PLEASE PRINT CLEARLY):

AZR USE ONLY

Today's Date _____

Child's Name _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ E-mail _____

Emergency Contact Name and Phone _____

We do not sell or give away customer information at anytime for any reason.

How did you find out about AZ on the Rocks? () Newspaper () Internet () Car wash
() Radio () Magazine () Television () Postcard/Mailing () Driving by () Newsletter
() Word of mouth () Other – specify _____

SECTION 2 – AGREEMENT (1) FOR ACKNOWLEDGMENT OF RISK, (2) FOR WAIVER, DISCLAIMER, AND RELEASE OF LIABILITY, (3) NOT TO SUE, AND (4) FOR INDEMNITY

I, on behalf of myself and my child(ren) identified above and on behalf of our heirs, personal representatives, next of kin, successors and assigns, hereby understand, acknowledge, and agree with AZ on the Rocks - Indoor Climbing, Inc., its shareholders, officers, directors, employees, agents, contractors, insurers and/or landlords, and each of their successors and assigns (hereinafter collectively the "GYM") as follows:

CLIMBING IS AN EXTREMELY HAZARDOUS AND DANGEROUS ACTIVITY AND INVOLVES BOTH INHERENT AND EXTRINSIC, AND BOTH NATURAL AND ARTIFICIAL RISKS THAT MAY RESULT IN ALL MANNER OF HARM, PROPERTY DAMAGE, SERIOUS PERSONAL INJURIES, OR DEATH TO US 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 US, (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. These descriptions are not all of the risks associated with the use of and presence in the GYM, and the above list in no way limits the scope of this Agreement. I also realize that climbing indoors is not the same as climbing outside, and that climbing outside requires additional training.

(Initial)

IMPORTANT: READ ALL 3 PAGES- copy given to customer on request.

IMPORTANT: READ ENTIRE DOCUMENT AND INITIAL IN ALL 9 BOXES

Our presence in and use of the GYM facilities is entirely voluntary and with a full understanding that all such usage involves all manner of hazards and dangers. MY CHILD AND I ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY HARM, LOSS, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO US OR OTHERS FROM OR ANY WAY RELATED TO MY CHILD'S USE OF OR PRESENCE IN THE GYM'S CLASSES, FACILITIES, GEAR, EQUIPMENT, CLIMBING WALLS AND APPARATUSES. (Initial)

I and my child have a responsibility to ourselves and other users of the GYM, to conduct ourselves in a safe manner. If we are unsure at any time, we will ask GYM staff. We are in good health and have no condition that will affect our safe use of the facilities. We will not use the GYM while under the influence of drugs or alcohol or while in any other condition that might impair us. I HEREBY GIVE CONSENT TO THE GYM TO PROVIDE MEDICAL CARE AND TO GIVE AUTHORITY TO ANY MEDICAL PROVIDER TO GIVE IMMEDIATE AID TO MY CHILD. (Initial)

We are 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 we may utilize while present in or using the GYM regardless of where or from whom we may have obtained such equipment, gear, or apparel. We use the GYM and associated equipment "as is", WITHOUT ANY warranties which extend beyond the description on the face hereof, WITHOUT ANY warranty of merchantability, and use them at OUR OWN RISK. (Initial)

I AND MY CHILD WAIVE, RELEASE, AND DISCHARGE FOREVER, THE GYM 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, GROSS NEGLIGENCE, OR ANY OTHER CAUSE (INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE GYM, OR ITS EMPLOYEES, CONTRACTORS OR AGENTS, OR OTHERWISE) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH OUR PRESENCE IN OR USE OF THE GYM OR EQUIPMENT. (Initial)

I AND MY CHILD EACH HEREBY JOINTLY AND SEVERALLY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GYM AGAINST ANY CLAIM RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH MY AND/OR MY CHILD'S PRESENCE IN AND/OR USE OF THE GYM, ITS FACILITIES, GEAR, EQUIPMENT, OR APPARATUSES. WE AGREE THAT ANY DISPUTE or CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT AND/OR OUR USE OR PRESENCE IN THE GYM SHALL BE DECIDED BY ACTION, WITHOUT A JURY, IN MARICOPA COUNTY, ARIZONA SUPERIOR COURT. (Initial)

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, AMONG OTHER THINGS, I AND MY CHILD HAVE (a) NO CLAIMS WHATSOEVER AGAINST, (b) NO RIGHT TO SUE, AND (c) NO RIGHT TO RECOVER ANY DAMAGES OR OTHER COMPENSATION FROM THE GYM. (Initial)

The GYM has no responsibility for lost, damaged or stolen items. (Initial)

We also give the GYM our permission to use our likenesses (photo or video) for promotional purposes. 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 or changed in any way (notwithstanding any purported change on this form) except expressly in writing signed by an officer of the GYM. All terms and paragraphs apply even if not initialed. This Agreement has no expiration date. This Agreement applies even if I am not with my child at the GYM. (Initial)

SECTION 3 – ACKNOWLEDGMENT AND AGREEMENT TO FOLLOW CLIMBING RULES:

We agree to abide by all of the following rules **and** all rules posted in the gym:

- Everyone is responsible for their own safety.
- Don't climb directly below or above other climbers.
- Watch out for falling climbers.
- Stand clear of fall and swing zones.
- Stay clear of climbing areas when not climbing.
- No climbing on top of the wall structures.
- Don't touch the fire sprinkler covers.
- Don't grab, hang from or step on bolts or quick draws.
- No wire brushes to clean holds.
- No hip belays, munter hitches, swami belts etc.
- Right of way belongs to the first climber to start a route - others yield at a safe distance.
- Parents must supervise their children.
- No food or beverages allowed in climbing area- clear bottled water and "camelbacks with water" are OK.
- Place all personal belongings not in use in lockers or designated areas.
- No running and no barefoot climbing.
- Rappel only during designated times and while under supervision of AZR staff.
- Helmets provided free upon request.

Top Rope Climbing Rules

- Use only UIAA approved harness and locking carabiner, and follow manufacturer's guidelines.
- Use only GriGri belay device, and know how to use it.
- Tie in using a Figure 8 Follow Through Knot with back up.
- Use floor anchors.
- Before climbing check and recheck your and your partner's harness, tie-in, anchor and carabiner.
- Do not top rope on designated lead only routes.
- Use the top rope that is closest to the final hold for the attempted route – avoid potential for wide swings.
- Stay on the designated route(s) for auto belays - avoid potential for wide swings if you fall off of the wall.
- No lead climbing without certification.
- No one under 15 belays without completing Youth Certification course and test.
- Auto belays: maximum weight is 310 lbs; re-clip carabiner to bolt on wall when done.
- No swinging.

Bouldering Policies

- Do not climb beyond your level of skill.
- Use and properly position crash pads.
- Use a spotter, but spotters do not guarantee an injury-free fall.
- No one under 15 without parent supervision.
- Climbers may boulder outside of the bouldering area, but hands may not go above first quick draw.

I FEEL COMFORTABLE ALLOWING MY CHILD TO CLIMB. MY CHILD IS ABLE TO AND WILL FOLLOW ALL GYM RULES. WE WILL ASK QUESTIONS IF WE ARE EVER UNSURE. I HAVE READ, UNDERSTAND AND AGREE TO EACH AND EVERY TERM AND AM VOLUNTARILY SIGNING THIS AGREEMENT ON BEHALF OF MYSELF AND MY CHILD.

Signature of parent or legal guardian for child: _____

Printed name of parent or legal guardian: _____

AZR USE ONLY	
Entered by:	_____
Passed by:	_____
Date:	_____

IMPORTANT: READ ENTIRE DOCUMENT