

In consideration of the services of Dyno-Rock, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DR"), I hereby agree to release, indemnify, and discharge DR, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1.  I acknowledge that my participation in rock climbing at an indoor artificial rock climbing wall entails known and unanticipated  risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I   understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** falling off the wall; loose and/or damaged artificial holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and or belayer failure; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence. Furthermore, DR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2.  I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely  voluntary, and I elect to participate in spite of the risks.

3.  I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DR from any and all claims, demands, or  causes of action, which are in any way connected with my participation in this activity or my use of DR's equipment or facilities,  including any such claims which allege negligent acts or omissions of DR.

4.  Should DR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to  indemnify and hold them harmless for all such fees and costs.

5.  I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to  bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical  condition I may have.

6.  In the event that I file a lawsuit against DR, I agree to do so solely in the state of Texas, and I further agree that the substantive law  of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this  agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANY ONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST DR ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED HEREIN.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.**

Print Name: \_\_\_\_\_ Signature of Participant \_\_\_\_\_

Date: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18.)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by DR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DR from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Seal (Required for forms not signed by parent or guardian in the gym)

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_