

STAFF INITIAL:	_____
BELAY CERT DATE:	_____
CHECK BELAY INITIAL:	_____



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Participant's Last Name		M. I.	First Name		DOB
Address		City		State	ZIP
Cell Phone	Email		How'd You Hear About Us?		Gender
Emergency Contact Name	Emergency Contact Phone		Emergency Contact Relation		

I, the undersigned, desire to the facilities located at 831 Park Ave Murfreesboro, TN 37129 (the "Facility") and/or to participate in other activities at other locations, both indoor and outdoor, which are sponsored by or involving use Ascent Rec Industries, LLC ("The Ascent"). In consideration of The Ascent permitting me to use the Facility and/or permitting me to participate in activities, I have agreed to execute this Release of Liability and Assumption of Risk (the "Release").

ACKNOWLEDGMENT OF RISKS

- I acknowledge that there is an inherent danger in the sport of indoor and/or outdoor rock climbing, including but not limited to those dangers associated with climbing, descending, and belaying. **I understand that no amount of care, caution, instruction or expertise can eliminate the inherent dangers associated with these and other activities.**
- I confirm that I am physically and mentally capable of participating in all The Ascent's activities. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity or using the equipment, I am obligated to cease participation in the activities immediately.
- I acknowledge that there are certain dangers associated with the use of or participation in other than climbing-related equipment or activities, including but not limited to the use of exercise equipment or participation in group exercise classes.
- I understand that wearing a helmet does not eliminate the dangers associated with rock climbing but that in certain instances a helmet can reduce the risk of permanent injury or death. I understand that The Ascent recommends that I wear a helmet and that if I choose not to wear a helmet I do so against their advice. I agree to assume all risk of injury and/or death that may occur as a result of not wearing a helmet.
- I acknowledge the hazards of climbing, including but not limited to, falling because of improperly placed gear, loose or falling equipment or gear; getting dirt or other materials in the eyes; falling because of improperly tied knots or rope technique, or improperly buckled harnesses; acts of other participants; being hit by falling persons, equipment or debris; or falling onto another person, ledge or other protrusion; cuts, bruises, muscle and tendon strain, twisted or sprained ankles, rope burns, paralysis, concussions, and even death. I understand that there are more hazards than are enumerated here, and that there are also unknown and unforeseeable hazards.
- I understand that climbing gear could become damaged or defective. I am capable of examining and assessing my own equipment that I use during a climb. If damage occurs to equipment belonging The Ascent while I am using it, I will bring it to the attention of the staff in charge so that they can evaluate the equipment.
- I have read and agree to abide by the rules listed on page 2 of this waiver as well as other rules that may be posted throughout the facilities or climbing sites.

8. I acknowledge that any climbing instruction that I may receive from the Released Parties is general in nature and may not apply to all climbing conditions. I understand that any instruction that I do receive **does not** prepare me to climb without supervision.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

_____ (Initial) I expressly assume all known and unknown risks associated with my participation in climbing or use of any and all facilities or activities, including the risk of injury, paralysis or death. My participation and use is purely voluntary and I elect to do so in spite of the risks.

_____ (Initial) I agree to release and forever discharge Ascent Rec Industries, LLC; and any of their respective members, officers, directors, employees, agents, representatives, as well as any other persons, corporations, or other entities that might have any liability to the me (collectively the 'released parties'), from and against any and all damages, actions, claims, and liabilities, whether known or unknown, anticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving The Ascent or any of the released parties, with the exception of gross negligence.

ARBITRATION AS THE SOLE MEANS TO RESOLVE DISPUTES

_____ (Initial) Any controversy or claim arising out of or relating to this waiver/contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The laws of the State of Tennessee shall govern.

INDEMNITY AGREEMENT

_____ (Initial) I agree to indemnify, defend and hold harmless the Released Parties from any loss, liability, damages, expense, or costs, including attorney's fees, incurred as a result of my participation in any activities or use of any facility. The Released Parties reserve the right to use any photograph taken at an event at the facility to be used in promotional materials, brochures, and/or websites.

USE OF OPEN GYM (Crossfit Murfreesboro)

_____ (Initial) I agree to indemnify and hold harmless Crossfit Murfreesboro and assume all known and unknown risks associated with my participation in any exercise or use of any and all facilities, equipment, activities, including the risk of injury, paralysis or death. My participation and use is purely voluntary and I elect to do so in spite of the risks.

RULES OF CONDUCT

- All Climbers must use proper equipment. Equipment brought into The Ascent, shall be used at the exclusive risk of the owner of such equipment.
- Before belaying, lead climbing or lead belaying, you must receive certification from an Ascent staff member.
- All belayers and climbers must use proper belay technique and agree to double check their set-up before beginning the climb. The belayer will check the climber's gear and knots, and the climber will check the belayers system and exchange confirmation that the setup is correct. **This is critical to safe climbing and must be performed at the start of each and every climb.**
- **Lead climbing requires certification.** You must be wearing a wristband issued by The Ascent in order to lead climb. Climbing lead routes is not permitted by anyone not wearing a wristband issued by The Ascent. Breaking these rules is grounds for immediate removal from the gym. Lead climbing at The Ascent is a privilege. Lead climbers that do not abide by the lead climbing rules will be warned and lead privileges may be taken away. Practice lead falls are not allowed in the facility except situations supervised by the staff.
- Bouldering is allowed only over padded areas. Do not boulder underneath roped climbers. It is recommended to have a minimum of one spotter per climber when bouldering. A climber's participation in bouldering indicates their acknowledgement that bouldering is very dangerous and that a spotter may not prevent injuries. Spotters understand that they may be injured by the boulderer if they should fall.
- Participants at The Ascent must be at least 14 years of age in order to belay, boulder, or lead. All participants must be certified for belay and lead climbing.
- Demonstrate caution around all pipes at the top of the walls. Do not grab them; they are part of the emergency sprinkler system for the gym.

- Guests age 13 and under must be accompanied by a parent or guardian at all times.
- Do not swing on the ropes, throw gravel, use vulgar language, or run. Unruly conduct will be cause for removal from the gym.
- **Food or drink is NOT allowed in the gravel/climbing area(s).**
- The Ascent is not responsible for lost or stolen items.
- No climbing or belaying is allowed while under the influence of intoxicating substances.

WHAT IT'S ALL ABOUT

Safety and responsibility are our priorities. We are committed fostering a community composed of climbers and non-climbers alike. Our aim is to create a positive climbing environment where men and women grow to love the sport, themselves, and their growth. Thus, giving the empowerment to embrace the challenges and overcome obstacles in and out of the gym. Fun and fitness are byproducts of this naturally energizing sport. Whatever you're after – fitness, fun, or feat – climbing can get you there. So go ahead, **Climb Your Rock.**

SIGNATURE RELEASE

The Ascent will reserve the right to add information to this waiver as seen appropriate, in the effort to provide a safe environment for all of our patrons. Refusal to abide by any The Ascent rules can be cause for the loss of climbing privileges without a refund. I agree that I have carefully read and fully understand its contents, implications, and the rules of the facility. I will abide by those rules, as well as other posted throughout the gym.

Participant Signature [if 18 years of age or older] Printed Name Date

UNDER 18 (MINOR): PARENT/GUARDIAN SIGNATURE RELEASE

I represent that I am the parent or legal guardian of the above individual and hereby consent to their use of the Facility and/or participation in activities. In consideration of The Ascent allowing the above individual to participate and/or use the Facility, I agree to be bound by the terms and conditions of this entire Release. **I further agree to indemnify, hold harmless and defend the Released Parties from and against any loss, damage, liability, expense, costs, and/or attorneys' fees, including any of those brought by, or on behalf of, or otherwise caused by the above-named participant.**

Parent/Guardian Signature Printed Name Date

Cell Phone Number Home Phone Number Alt. Phone Number