

**ACKNOWLEDGMENT OF RISKS**  
**ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY**  
**WARNING: ROCK CLIMBING AND BOULDERING ARE INHERENTLY DANGEROUS**

**Do not sign this form until you have read it completely and understand its terms.**  
**This form has significant legal consequences.**

There are significant elements of risk involved in the activities associated with an indoor rock gym. These activities include, but are not limited to, the climbing walls, auto belay devices, bouldering areas, and weight and fitness training equipment. Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk.

**These risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.**

*Customer Initial* \_\_\_\_\_

**ACKNOWLEDGMENT OF RISKS:** I acknowledge that the following describes **some, but not all of the risks:** 1) Slips, trips, falls or painful crashes while using the facilities or equipment, climbing walls, auto belay devices, bouldering areas, landing pits, work out areas, floors below climbing areas, bathroom facilities, or stairs; 2) Risk associated with crossing, climbing, or down climbing; 3) failure of equipment; 4) My physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying, or working out; 5) Fatigue, Chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; 6) Abrasion from or entanglement with ropes or equipment; 7) The presence, actions or falls of other participants; 8) Misuse of the equipment. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

*Customer Initial* \_\_\_\_\_

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I, and/or any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I am aware of the meaning of the terms “Unroped Climbing” (aka: “Bouldering”), “Top Rope Climbing”, and “Lead Climbing” and understand the differences between the activities. I accept that lead climbing is the most dangerous due to the hazard to both leader and follower. I agree to be “checked out” on belaying skills prior to participation, and to follow posted rules. I acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that wearing a UIAA approved helmet may help prevent head and/or neck injuries.

**I assume the risk for accidents or injury caused by the negligence of any employee or agent of New Jersey Rock Gym or another participant in any activity, whether such negligence is comparative or contributory. I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries; insect bite or allergic reaction; shock, paralysis, and/or death.**

*Customer Initial* \_\_\_\_\_

**TERMINATION-PARTICIPANT SAFETY:** I acknowledge that H&S Development Corp. dba New Jersey Rock Gym and any of its employees may refuse or terminate the participation of any person judged to be incapable of meeting the rigors or requirements of participation in the activity. I accept and agree to abide by the right of H&S Development Corp. dba New Jersey Rock Gym to take such actions for my safety and the safety of any other participants.

*Customer Initial* \_\_\_\_\_

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have the appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

*Customer Initial* \_\_\_\_\_

**PRIVACY RIGHTS:** H&S Development Corp. dba New Jersey Rock Gym reserves the right to use, in any manner, the likeness of any person entering this facility, including that of any minor. This means that H&S Development Corp. dba New Jersey Rock Gym may use any photograph or video for all purposes including but not limited to advertising, publicity campaigns, brochures, newsletters, coupons and on any internet site such as but not limited to its website, Facebook, YouTube, Instagram or similar websites or platforms. I agree that any film or photographs of me/us, as participants, become your property and may be used for promotional or commercial purposes.

*Customer Initial* \_\_\_\_\_

**TERM OF AGREEMENT:** This agreement shall remain in full force and effect unless and until terminated in writing by H&S Development Corp. dba New Jersey Rock Gym. No modification or termination of this agreement shall be valid unless in writing and signed by an officer of H&S Development Corp. dba New Jersey Rock Gym.

*Customer Initial* \_\_\_\_\_

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns do hereby release:

**H & S DEVELOPMENT CORP. dba NEW JERSEY ROCK GYM,**

its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property any activity is conducted, from all liability arising out of any use of these facilities, including negligence and waive any claim for damage arising from any cause whatsoever (except that which is the result of recklessness or gross negligence).

**I have read and understood the foregoing acknowledgment of risk, assumption of risk and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights. Also, I acknowledge that I have been given a copy of this document.**

Version – 4.2018

\_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_ Signature: \_\_\_\_\_  
Participant Name – PLEASE PRINT

Address: \_\_\_\_\_  
Street City State Zip

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

In an emergency, please notify: \_\_\_\_\_ Phone: \_\_\_\_\_

If the participant is under 18, the parent or legal guardian must print and sign: \_\_\_\_\_