



Climb Nulu

1000 E. Market Street, Louisville, KY 40206
(502) 487-4687
www.climbnulu.com

WAIVER AND RELEASE OF LIABILITY

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|---|------------|-----------------------------------|--------------------|-------------------------------|-----------|
| First name _____ | M.I. _____ | Last name _____ | Phone number _____ | Date of birth _____ | Age _____ |
| Address _____ | | | City _____ | State _____ | Zip _____ |
| E-mail address _____ | | | | | |
| List any medical conditions or allergies to any medications _____ | | | | | |
| Emergency contact name _____ | | Relationship to participant _____ | | Emergency contact phone _____ | |

GYM RULES (Subject to change without notice)

1. Everyone must check in at front desk upon arrival for each visit. If you have an address or phone number change, please let us know!
2. Buddy checks are mandatory: climber must check belayer's equipment; belayer must check climber's equipment.
3. Participants must be a minimum of 15 years of age in order to belay. Participants under 12 years of age must be accompanied by a parent/guardian
4. Participants under 18 years of age must have this "Waiver and Release of Liability" signed by a parent or legal guardian.
5. All climbers and belayers must be safety approved by Climb Nulu staff prior to climbing or belaying.
6. Climb Nulu is a drug, tobacco, and alcohol free environment. Climb Nulu is not responsible for lost, stolen or damaged items.
7. Foul language, horseplay, tumbling on landing surface, swinging on ropes, running, unruly conduct, are NOT allowed at Climb Nulu.
8. Food and drinks are allowed in designated areas only.
9. Management has the right to suspend or terminate any participant's membership or pass for violation of any gym rules or for any conduct deemed inappropriate, disruptive or unsafe by staff. No refunds will be given for such suspension or termination.

RELEASE AND ASSUMPTION OF RISK: In consideration of being permitted to use the facilities of Climb Nulu and mindful of significant risks involved with the activities incidental thereto, I, for myself, my heirs, my estate and personal representative, do hereby release and discharge Climb Nulu from any and all liability for injury that may result from my use of the facilities of Climb Nulu, and I do hereby waive and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to myself arising as a result of the use of the facilities of Climb Nulu or any activities incidental thereto, wherever or however such personal injury, property damage or wrongful death may occur, whether foreseen or unforeseen, and for whatever period said activities may continue. I agree that under no circumstances will I, my heirs, my estate or my personal representatives present any claim for personal injury, property damage or wrongful death against Climb Nulu or its employees, members, directors, officers, agents or assigns for any of said causes of actions, whether said causes of action shall arise by the negligence of any said person or otherwise.

It is the intention of the undersigned individual to exempt and relieve Climb Nulu and its employees, members, directors, officers, agents and assigns from liability for any personal injury, property damage or wrongful death caused by negligence. This contract shall be legally binding upon me, my heirs, my estate, and my personal representative, as well as upon any and all other person authorized to act for me or on my behalf or on behalf of my heirs, my estate, or my personal representative.

ACKNOWLEDGMENT: I, the undersigned, acknowledge that I understand that there are significant elements of risk associated with the sport of rock climbing, including those activities that take place indoors. In addition I realize these risks also pertain to related activities such as bouldering, incidental weight training, team building, fitness training regimens and equipment purchased or rented at Climb Nulu. I realize that those risks may include, but are not limited to, injuries resulting from falls, equipment failures, entanglements, falling or dropped items, or the negligence of other climbers, participants, belayers, spotters, employees, or other users of the facilities. I acknowledge that I understand that the above list is not inclusive of all possible risks associated with rock climbing or the use of the Climb Nulu facilities and that other unknown and unanticipated risks may result in injury, illness, paralysis or death.

MEDICAL AUTHORIZATION I agree on behalf of myself and on behalf of any minor children for which I am responsible, to authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the use of the Climb Nulu facility and /or its equipment, I agree, on behalf of myself and on behalf of any minor children, for which I am responsible, to pay all cost of any rescue and/or medical services as may be incurred on my/our behalf.

PROMOTIONAL AUTHORIZATION I agree, on behalf of myself and on behalf of any minor children for which I am responsible, that any film or photographs of me/us, as users of the Climb Nulu facility taken by Climb Nulu staff, photographers, and/or videographers utilized by Climb Nulu, become property of Climb Nulu, and may be used for promotional or commercial purposes. Furthermore, I authorize Climb Nulu to contact me and/or any minor child for which, I am responsible via telephone, e-mail, or standard mail with promotions and special events or programs.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ABOVE RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS AND THAT I FULLY AGREE WITH ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY SIGNING THIS RELEASE CLIMB NULU AND ITS EMPLOYEES, MEMBERS, DIRECTORS, OFFICERS, AGENTS AND SIIGNS OF THEIR LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY SAID PERSON OR OTHERWISE.

Participant's Signature _____ Date Signed _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OF AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, all the Releasees, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent of the law.

Parent/Guardian's Signature: _____ Print Name: _____ Date: _____

Appropriate Guardianship: PARENT LEGAL GUARDIAN