

## Beechmont Racquet and Fitness Club Climbing Center Release of All Claims and Covenant Not to Sue for Minors

**Notice:** This is a legally binding agreement. By signing this agreement you give up your right to bring court action or recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the Beechmont Racquet and Fitness Club Climbing Center now or anytime in the future.

### Acknowledgment of Risk

1. I hereby acknowledge and agree that wall climbing and the use of the Beechmont Racquet and Fitness Club Climbing Center has inherent risks. I have full knowledge of the nature and extent of all risks associated with wall climbing, including but not limited to:
2. All manner of injury resulting from falling off the Climbing Center and impacting against the wall or floor
3. Injuries resulting from being dropped to the floor during lowering on rope, belaying and rope handling techniques
4. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Center structure.
5. I understand that helmets are provided free-of-charge for use while wall climbing, and that a helmet is an important piece of safety equipment, which can reduce the risk of certain injuries. I understand that by choosing to not wear a helmet, I am exposing myself to an increased risk.

### Release Of All Claims and Covenant Not to Sue

In consideration of my use of the Beechmont Racquet and Fitness Club Climbing Center, I, \_\_\_\_\_, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns **HEREBY DO RELEASE** Beechmont Racquet and Fitness Club, its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence, which I, my heirs, representatives, executors and assigns may now have, or have in the future against the Beechmont Racquet and Fitness Club on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the Climbing Center, whether that use is supervised or unsupervised.

In consideration of my use of the Climbing Center I, the undersigned user, agree to **INDEMNIFY AND HOLD HARMLESS** Beechmont Racquet and Fitness Club, its officers, agents, and employees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the Climbing Center.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Center and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the Climbing Center and that by this agreement I am relieving the Beechmont Racquet and Fitness Club of any and all liability for such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitations, which would preclude my safe use of the Climbing Center. I further certify that my present age is \_\_\_\_\_.

I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read the same, of my own free will. In witness whereof, this instrument is duly executed at Beechmont Racquet and Fitness Club, in Cincinnati, Ohio, this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Climbing Center user's signature

\_\_\_\_\_  
Climbing Center user's name, printed clearly

\_\_\_\_\_  
witness' signature

\_\_\_\_\_  
witness' name, printed clearly

## Helmet Release Waiver

I agree, on behalf of myself and/or on behalf of any minor children for whom I am responsible for, that there are inherent dangers involved with climbing activities such as, but not limited to: falling holds, ropes, hardware, or spalling concrete, and that I/we assume all risks associated with such activities. I/we realize that I/we are subject to injury from this activity. I/we further understand that Beechmont Racquet and Fitness Club safety Policies and Procedures require the use of and wearing of safety protective helmets, which could prevent injury to my/our head, including, but not limited to, permanent brain damage and death. Against the advise of Beechmont Racquet and Fitness Club I/we am refusing this critical safety precaution and thereby waive and release Beechmont Racquet and Fitness Club from any and all liability associated with my voluntary refusal to wear a safety helmet.

\_\_\_\_\_  
signature

\_\_\_\_\_  
name, printed clearly

## Parental or Guardian's Release of All Claims And Covenant not To Sue

The undersigned being the parent(s), guardian, or person having the care and custody of \_\_\_\_\_, do hereby consent that s/he may participate in the Beechmont Racquet and Fitness Club Climbing Center activities, and in consideration of Beechmont Racquet and Fitness Club, its officers, agents and employees permitting s/he to so participate, do hereby covenant and agree not to sue Beechmont Racquet and Fitness Club or its officers, agents, or employees for any claim which may arise out of the Climbing Center activity. BY SIGNING THIS DOCUMENT, IT IS OUR INTENTION TO EXEMPT AND RELIEVE BEECHMONT RACQUET AND FITNESS CLUB, ITS OFFICERS, AGENTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

Date: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
signature of parent/guardian

\_\_\_\_\_  
name of parent/guardian, printed clearly

\_\_\_\_\_  
signature of parent/guardian

\_\_\_\_\_  
name of parent/ guardian, printed clearly