



THE PAD CLIMBING

CLIMBING • COMMUNITY • FITNESS • LOVE

ThePadClimbing.org

888 Ricardo Ct San Luis Obispo, CA 93401
2399 A St Santa Maria, CA 93454
844.CLIMB UP

Release of Liability and Assumption of Risk

In consideration of the services of The Pad Climbing, its officers, volunteers, participants, and all other persons or entities acting in any capacity on behalf (hereinafter collectively refers to as The Pad Climbing), I hereby agree to release and discharge The Pad Climbing on behalf of my children, my parents, my heirs, assigns, personal, representation, and estate as follows:

1. I acknowledge that the activities involved in the use of any of The Pad Climbing's services or facilities, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, property, or to third parties. Such risks include, among others, equipment failure, falling climbers and negligence of spotters and other participants.
2. I expressly agree and promise to accept and assume all the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of The Pad Climbing. 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 The Pad Climbing from any and all claims, demands, or causes of action, which are in any way connected with my participation in this in this activity or my use of The Pad Climbing's equipment or facility, including any such claims which allege neglect acts or omissions of The Pad Climbing.
4. Should The Pad Climbing or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, participant agrees 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 participant agrees to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of -all risks that may be created, directly or indirectly, by any such condition.
6. Participant agrees that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of California, without regard to its conflict of law rules.
7. Participant agrees to abide by the rules of the facility.
8. Participant agrees to carefully read the blood-borne pathogen policy posted in the facility.
9. Participant agrees to grant the Host, its representatives, and employees the right to take photographs of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

By signing this document, participant agrees that if anyone 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 The Pad Climbing on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.

I HAVE READ AND UNDERSTAND IT, AND PARTICIPANT AGREES TO BE BOUND BY ITS TERMS.

Please write clearly:

Signature of Participant: _____ **Print Name:** _____

Signature of Guardian if Participant is a minor: _____

Name of Guardian, if a minor: _____ **Date of Birth:** _____

Address: _____ **Apt #:** _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Date: _____