



IN PLAY INC. CLIMBING WALL WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
FOR CLIMBING ACTIVITIES

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE**

TO: The corporation named In Play Inc. and its insurers

Name of parent or legal guardian: (Last Name) \_\_\_\_\_, (First Name) \_\_\_\_\_

ADDRESS : \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Emergency Contact # \_\_\_\_\_

To receive information from In Play Inc regarding upcoming events, email:

\_\_\_\_\_@\_\_\_\_\_

In consideration of participants on this document being allowed to use In Play Inc.'s climbing wall and related facilities, I the undersigned, hereby agree and acknowledge the following:

1. ASSUMPTION OF RISK: I hereby acknowledge and accept and agree that the sport of climbing and the use of In Play Inc. climbing wall involve inherent risks. I received full information and the opportunity to examine the climbing wall and ask any questions that I wished. I have knowledge of the nature and extent of all risks associated with rock climbing and the use of the climbing wall, including, but not limited to:
  - a. All manner of injury resulting from falling off or from the climbing wall and hitting the floor, wall faces, people or projections, whether permanently or temporarily in place;
  - b. Injuries resulting from falling climbers or dropped items, such as, but not limited to, climbing hardware or wall parts;
  - c. Cuts and abrasions resulting from skin contact with the climbing wall or any other surface;
  - d. Failure of climbing holds, anchor points, or any part of the climbing wall;
  - e. Failure to follow In Play Inc. instruction or failure to ask for information.I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the climbing wall and related facilities
2. RELEASE: I hereby release and discharge In Play Inc., its owners and affiliates, agents and employees, and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including attorneys fees and disbursements) incurred by me arising out of the use or intended use of the climbing wall, including, without limitation, all claims for claims for property damage, personal injuries or wrongful death except to the extent that such loss or damages is caused by or resulting from the gross negligence of any such party. This release is binding on my heirs, assigns and agents. If I see or hear anything I feel is questionable or dangerous, it is my responsibility to ask or inform In Play Inc. employees, until corrected or satisfactorily answered.
3. INDEMNIFICATION: I hereby agree to indemnify and hold harmless In Play Inc., its owners, affiliates, agents and employees, and their successors, and assigns, from any and all causes of action, claims, demands, losses and costs of any nature whatever arising out of or in any way relating to use of the climbing wall, except to the extent that the same is caused by or results from gross negligence of any such party. This indemnification is binding on my heirs, assigns and agents.
4. AGREEMENT TO FOLLOW SAFETY POLICIES OF In Play Inc. I accept full responsibility for my own safety and the safety of other climbers while on the premises of In Play Inc. or its affiliates. I agree to abide by and enforce the following safety policies:
  - 1) All climbers must participate in the climbing wall orientation, must be familiar with the safety policies, and must have signed and filed this form with In Play Inc. to be allowed to climb on the climbing wall.

2) All climbers must inform In Play Inc. and all other climbers of any situation seen as unsafe or not in accordance with the Safety Policies. All climbers are asked to assist and encourage less experienced climbers. All accidents or equipment damages must be reported immediately.

In Play Inc. reserves the right to deny access to its facilities to any individual permanently or for a specified period of time for breach of any of the Safety Policies, or for any conduct that is viewed as unsafe or inappropriate.

As part of this contract, my consideration of the usage of In Play Inc. climbing wall, I acknowledge with my signature that

I have read and agree to abide by the terms of agreement.

**This agreement must be read and completed in full, signed, dated, and reviewed and signed by In Play Inc staff before participant may use In Play Inc climbing wall.**

**To PARENT/GUARDIAN:** By signing this document you indicate that you understand the risks associated with this activity, and that you are aware that by allowing your child to participate in the activity you are exposing him/her to the risks identified throughout this document. It gives In Play Inc. authority to secure medical assistance for your child for which you agree to be financially responsible. You are agreeing to assume financial responsibility for any damage to third persons or their property caused by children named below.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian

This waiver agreement will be kept on file for future use until requested to be removed. Subsequent visits after signing this waiver document will be bound by this waiver. Should you wish your waiver not to be kept on file for future use please inform In Play Inc. in writing.

Name of Participant	Date of Birth	M/F	Relationship	Parent/Guardian Signature
1.				
2.				
3.				
4.				
5.				

Reviewed By: \_\_\_\_\_  
In Play Inc. Staff Member

Date: \_\_\_\_\_  
MONTH/DAY/YEAR