

**CLIMB LAFAYETTE**  
**ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION**  
**AGREEMENT**



**Participant Information (PRINT CLEARLY):**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency Contact Information:**

Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

The above listed Participant acknowledges and agrees to the following:

1. **Assumption of Risks.** Activities in which the Participant may participate (and/or be a spectator of) in the facilities owned or operated by Climb Lafayette (a d/b/a of Route to the Top LLC, referred to herein as "Climb Lafayette") or Landlord Superior Structures, including but not limited to indoor rock wall climbing, are potentially hazardous activities. The Participant has been informed that he or she should not participate in any of the same without proper equipment and experience, and, even as a spectator, he or she must remain in complete awareness of his or her surroundings. The Participant hereby assumes all anticipated and unanticipated risks associated with partaking in or being a spectator of any of the same activities. These risks include, but are not limited to: falls, collisions (with people, objects or structures), being struck by other participants or objects, equipment failures (including any equipment supplied by Climb Lafayette, such as hand holds, harnesses and ropes), and the aggravation of preexisting injuries or conditions of the Participant's, all of which may or may not be caused by the negligence of other participants or Climb Lafayette, and all of which could result in sever injury and possibly paralysis or death. Climb Lafayette and its managers, members, agents, employees and staff cannot and do not guarantee the Participant's safety.
2. **Release and Indemnification.** In consideration for the use of Climb Lafayette's facilities and/or equipment, the Participant, on his or her own behalf and on behalf of his or her heirs, executors, administrator, assigns and other representatives (collectively, the "Indemnifying Parties"), hereby agrees to release, indemnify and hold harmless Climb Lafayette, its managers, officers, members, affiliates, employees, promoters, contractors, volunteers, other participants and agents (collectively, the "Indemnified Parties") from any and all claims, losses, damages or demands, of any nature, to the full extent allowed by law, which any of the Indemnifying Parties may now or hereafter have against any of the Indemnified Parties, resulting from any personal injury, property damage, death or any other damage arising out of or in any way related to Participant's use of Climb Lafayette's facilities and/or equipment, including any of the same resulting from the negligence of the Indemnified Parties.
3. **Representations of Participant.** Participant hereby represents that he or she:
  - A. is in good health and has no physical limitation that would prevent his or her safe use of Climb Lafayette's facilities and/or equipment;
  - B. will abide by all rules regarding use of the facilities and equipment as provided in writing by Climb Lafayette (including the posting of signs in the facilities) or orally; and
  - C. has read this agreement in its entirety and understands the legally binding nature and effect of the same.
4. **General.**
  - A. This agreement will be construed in accordance with the laws of the state of Indiana, without regard to its conflict of laws principals.
  - B. Any action or claim arising out of related to this agreement will be brought solely in the courts located in Tippecanoe County, Indiana.
  - C. In the event Climb Lafayette incurs any attorney's fees, court costs, or other expense to enforcement this agreement, it will be entitled to recover the same from Participant.
  - D. To the extent any provision of this agreement becomes or is declared by a court of competent jurisdiction to illegal, unenforceable, or void, this agreement shall continue in full force or effect without such provision to the extent the same is deemed illegal, unenforceable or void.
  - E. The obligations and provisions herein shall continue in perpetuity and apply to all occasions of future use of Climb Lafayette's facilities and/or equipment by Participant.
  - F. Any photos/videos taken of the participant or participant's property may be used by Climb Lafayette for publications in print and/or electronically. Such use of photos/videos may be used with or without name for any lawful purpose including publicity, illustration, ads, and Web content.

This agreement is executed as of the date signed:

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IF PARTICIPANT IS UNDER THE AGE OF 18:**

**Legal Guardian Acknowledgement.** By signing this agreement, as the parent or otherwise legal guardian of the Participant, I acknowledge that I have read and understand the agreement in its entirety and agree to be bound by all of the terms contained therein. I understand, as further described in the agreement, that (1) all related risks, whether known or unknown, are hereby assumed by myself; (2) all related claims myself of the Participant may now or later have are hereby waived; and (3) I will indemnify and hold Climb Lafayette harmless from any and all related third party claims.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_ Phone Number: \_\_\_\_\_