

# Vertical Reality

*Minors 18 & Under*

## **Release and Waiver of Liability & Indemnity Agreement**

I acknowledge that W. Born & Associates, Inc. is permitting my child, \_\_\_\_\_ (print child's full name on blank) to use it's Vertical Reality facilities for wall climbing, rope ascending, rappelling, riding high-lines or a "Zip-Line", crossing a rope bridge or climbing a rope ladder and that my child also may be participating in a Basic/Intermediate/Advanced Rappelling and Rope Rigging class, a Vertical Rope Rescue class, Confined Space Rescue class, Vertical Caving class, a Tactical Rope-work class, or participating in the act or acts of any of the foregoing or any other activity (collectively the "Activities") only as a result of my entering this Release and Waiver of Liability and Indemnity Agreement (the "Agreement"). I understand that the Activities that my child will participating in at Vertical Reality may be in part, inherently dangerous, and that my child could be risking injury, even death, by participating in any of the Activities. My child's participation in the Activities is strictly voluntary.

As an inducement to W. Born & Associates, Inc. for permitting my child to use it's facilities, I, on behalf of my child, myself, my spouse, and our respective heirs, heirs apparent, and personal representatives (collectively "Releasers") hereby assume full responsibility for any and all injuries (including death) and other losses that my child may suffer as a result of my child's participation in any of the Activities, and the Releasers release, waive, and agree to indemnify and hold harmless W. Born & Associates, Inc., and it's directors, officers, employees, and consultants from any claim or liability (including attorney's fees and costs) for any injury (including death) or other loss that my child or any of the Releasers may suffer because of my child's participation in the Activities or my child's presence at the facilities or my child's failure to adhere to any part of this Agreement, regardless of the cause of the injury (including death) or loss (including my child's own negligence or anyone else's negligence, or that of W. Born & Associates, Inc., or that of anyone associated with W. Born & Associates, Inc.). The Releasers hereby covenant not to sue any of the foregoing as a result of my child's participation or that of anyone else in any of the Activities. The Releasers also agree to indemnify and hold harmless W. Born & Associates, Inc., it's directors, officers, employees, and consultants for any attorney's fees or costs that may incur as a result of a suit, action, or proceeding against them resulting from my child's participation in any of the Activities. Furthermore, the Releasers acknowledge that my child has no physical limitations, conditions or disabilities of any kind whatsoever that would inhibit my child in taking part in any of the Activities. The Releasers affirm that my child is in good mental and physical fitness for the Activities, and that my child is not under the influence of alcohol or any drugs that are contradictory to any of the Activities. If my child is taking medication, the Releasers affirm that my child has seen a physician and has approval to participate in any of the Activities while under the influence of the medication/drugs.

The Releasers further agree to each of the following:

In the event that my child uses the climbing facilities at Vertical Reality, my child will:

- (1) Follow all the safety rules posted throughout and around the facilities.
- (2) Seek help from a staff instructor if my child is not sure how to use or do something.
- (3) Always use a belay, whether climbing or rappelling. All climbers will be belayed using a Petzl GriGri. All rappels shall use a bottom belay, top belay, or self belay while descending a rope.
- (4) Use a manufactured harness which has a name or label.
- (5) Have my child's own equipment, ropes, harness, and vertical gear inspected and approved by a staff member before using it.

The Releasers understand that W. Born & Associates, Inc. it's officers, directors, employees, and consultants are relying on this Agreement, and the Releasers agree to be legally bound by this Agreement. The Releasers agree that this Agreement is intended to be as broad and inclusive as permitted by laws of the State of Ohio which shall govern this Agreement. If any portion of the Agreement is held invalid, the Releasers agree that balance shall continue in full legal force and effect. I have carefully read this Agreement and know and understand the contents and effect of this Agreement and sign as of my own free act. This Agreement contains the entire agreement, written and oral, of this release and waiver of liability and indemnity agreement and supersedes and replaces any preceding written or oral agreement.

Parent's Full Name

(Print In CAPITAL LETTERS): \_\_\_\_\_ (Parent's Signature): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Child's Signature: \_\_\_\_\_

# Vertical Reality

*Minors 18 & Under*

## **Release and Waiver of Liability & Indemnity Agreement**

I acknowledge that W. Born & Associates, Inc. is permitting my child, \_\_\_\_\_ (print child's full name on blank) to use it's Vertical Reality facilities for wall climbing, rope ascending, rappelling, riding high-lines or a "Zip-Line", crossing a rope bridge or climbing a rope ladder and that my child also may be participating in a Basic/Intermediate/Advanced Rappelling and Rope Rigging class, a Vertical Rope Rescue class, Confined Space Rescue class, Vertical Caving class, a Tactical Rope-work class, or participating in the act or acts of any of the foregoing or any other activity (collectively the "Activities") only as a result of my entering this Release and Waiver of Liability and Indemnity Agreement (the "Agreement"). I understand that the Activities that my child will participating in at Vertical Reality may be in part, inherently dangerous, and that my child could be risking injury, even death, by participating in any of the Activities. My child's participation in the Activities is strictly voluntary.

As an inducement to W. Born & Associates, Inc. for permitting my child to use it's facilities, I, on behalf of my child, myself, my spouse, and our respective heirs, heirs apparent, and personal representatives (collectively "Releasers") hereby assume full responsibility for any and all injuries (including death) and other losses that my child may suffer as a result of my child's participation in any of the Activities, and the Releasers release, waive, and agree to indemnify and hold harmless W. Born & Associates, Inc., and it's directors, officers, employees, and consultants from any claim or liability (including attorney's fees and costs) for any injury (including death) or other loss that my child or any of the Releasers may suffer because of my child's participation in the Activities or my child's presence at the facilities or my child's failure to adhere to any part of this Agreement, regardless of the cause of the injury (including death) or loss (including my child's own negligence or anyone else's negligence, or that of W. Born & Associates, Inc., or that of anyone associated with W. Born & Associates, Inc.). The Releasers hereby covenant not to sue any of the foregoing as a result of my child's participation or that of anyone else in any of the Activities. The Releasers also agree to indemnify and hold harmless W. Born & Associates, Inc., it's directors, officers, employees, and consultants for any attorney's fees or costs that may incur as a result of a suit, action, or proceeding against them resulting from my child's participation in any of the Activities. Furthermore, the Releasers acknowledge that my child has no physical limitations, conditions or disabilities of any kind whatsoever that would inhibit my child in taking part in any of the Activities. The Releasers affirm that my child is in good mental and physical fitness for the Activities, and that my child is not under the influence of alcohol or any drugs that are contradictory to any of the Activities. If my child is taking medication, the Releasers affirm that my child has seen a physician and has approval to participate in any of the Activities while under the influence of the medication/drugs.

The Releasers further agree to each of the following:

In the event that my child uses the climbing facilities at Vertical Reality, my child will:

- (1) Follow all the safety rules posted throughout and around the facilities.
- (2) Seek help from a staff instructor if my child is not sure how to use or do something.
- (3) Always use a belay, whether climbing or rappelling. All climbers will be belayed using a Petzl GriGri. All rappels shall use a bottom belay, top belay, or self belay while descending a rope.
- (4) Use a manufactured harness which has a name or label.
- (5) Have my child's own equipment, ropes, harness, and vertical gear inspected and approved by a staff member before using it.

The Releasers understand that W. Born & Associates, Inc. it's officers, directors, employees, and consultants are relying on this Agreement, and the Releasers agree to be legally bound by this Agreement. The Releasers agree that this Agreement is intended to be as broad and inclusive as permitted by laws of the State of Ohio which shall govern this Agreement. If any portion of the Agreement is held invalid, the Releasers agree that balance shall continue in full legal force and effect. I have carefully read this Agreement and know and understand the contents and effect of this Agreement and sign as of my own free act. This Agreement contains the entire agreement, written and oral, of this release and waiver of liability and indemnity agreement and supersedes and replaces any preceding written or oral agreement.

Parent's Full Name

(Print In CAPITAL LETTERS): \_\_\_\_\_ (Parent's Signature): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Child's Signature: \_\_\_\_\_