

**Assumption of Risk, Waiver and Release Agreement
RedPoint Indoor Climbing, Inc.**

Assumption of Risk: I understand that the Activities¹ in which I will engage at or near RedPoint² will expose me to many hazards and involve inherent risks of property damage and loss, and of personal injury, illness and death. I choose to participate in and observe the Activities despite all hazards and risks. I assume all hazards and risks and accept responsibility for any property damage and loss, and for any personal injury, illness and death that I may suffer from the Activities.

Waiver and Release: In consideration of RedPoint providing services and facilities to allow me to participate in and observe the Activities, and on behalf of myself and my family, heirs and personal representatives:

- I waive my right to sue RedPoint for any property damage and loss, and any personal injury, emotional distress, illness and death, which I may suffer while participating in or observing the Activities, whether caused by the acts or omissions of RedPoint or otherwise.
- I release RedPoint from all liabilities and claims arising from the Activities.
- I understand that I should be in good physical health to participate in the Activities.
- I promise RedPoint that I will not participate in the Activities if I am under the influence of alcohol or drugs.
- RedPoint may take and use photographs, video, film and other images of me participating in or observing the Activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to RedPoint using those images for any purposes.

Indemnity: I agree to indemnify and hold RedPoint harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to my use of the property, facilities, and/or services of RedPoint. I also consent to venue and jurisdiction as determined by RedPoint.

Acknowledgement of Policies and Procedures: I acknowledge reading and understanding the Rules & Regulations relating to the Activities, facilities of RedPoint, and equipment and understand that the safe and proper use of the facilities and equipment and that participation in the Activities is dependent upon carefully following the Rules and Regulations. I agree to comply with and abide by those Rules & Regulations.

Acknowledgement of Skills, Training and Physical Condition: I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity and skill. I acknowledge that I (or my child) have the requisite skills, qualifications, physical and mental ability and training necessary to properly and safely participate in the Activities. I agree that if I have any questions as to what skills, maturity, qualifications, training or physical or mental requirements are necessary to properly participate in the Activities, I will direct those questions to the appropriate RedPoint staff member on site.

Acknowledgement of Understanding: I have read this Agreement, I understand its contents and I sign it voluntarily. I intend by this Agreement **to assume all hazards and risks, waive all rights to sue and release all liabilities and claims** with respect to my participation in the Activities. I understand that this Agreement has **no expiration date** and remains in effect at all times that I am observing or participating in the Activities.

Name of Participant
Address: _____ City: _____ State: _____ Zip: _____
Phone No.: _____ E-mail: _____ Date of Birth: _____
Emergency Contact: _____ Contact's Phone No. _____
Relation to Participant: _____ TODAY'S DATE: _____

Consent of Parent or Legal Guardian (if participant is under 18 years of age)

I certify that I am the parent or legal guardian of the above named Participant, that I have read and understood the Rules & Regulations and that the Participant is of adequate physical health, maturity, ability and skill and does voluntarily participate in the Activities. I give my permission for Participant to participate in the Activities and I execute this Assumption of Risk, Waiver and Release Agreement on his/her behalf. This Agreement shall apply to and bind me and the Participant.

Parent Name (Please Print) Signature of Parent (please print) Today's Date

¹ Activities are defined as all activities associated with or occurring at or near RedPoint Indoor Climbing, Inc., including, without limitation, climbing, bouldering, belaying, lowering ropes, rescue systems, rappelling, running, lifting, squatting, stretching, pulling, jumping, rowing, throwing, sparring, punching, kicking, spinning, wrestling, tripping, walking, ducking, pushing, blocking, spectating, and special events.

² RedPoint means RedPoint Indoor Climbing, Inc., its directors, officers, employees, agents, volunteers, sponsors, advertisers and lessors.

Notice of Physical Contact

Complete Climbing, CrossFit and Mixed Martial Arts (hereafter referred to as MMA) training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. In MMA, the groin may be the target of kicks, strikes, and grabs. The chest, buttocks, groin or any part of the body may be contacted by any part of the training partner's body during training by MMA techniques, or incidentally contacted while performing a MMA technique targeting another portion of the body.

When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment for all students to learn and practice climbing, CrossFit, and MMA. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any student feel a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and acceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercise or drill. If the conduct of the training partner appears inappropriate, the student should inform an instructor privately. If the conduct of the training partner or any training partner appears criminal, then an instructor should be informed and the authorities may be notified by the student or the instructor, or both.

Initials

Consent to Physical Contact

I understand the nature of physical contact in climbing, CrossFit, and MMA training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training or makes me uncomfortable. I agree to abide by RedPoint etiquette in all matters pertaining to training and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact climbing, CrossFit, and MMA allow.

Participant name:

Participant Signature:

Parent or LEGAL Guardian Name:

Parent or LEGAL Guardian Signature: