



## RELEASE AND WAIVER OF LIABILITY

This is a Release of Liability – READ BEFORE SIGNING

As a condition of my use of the facilities of Bingemans FunworX Rock Climbing and/or participation in any program offered by Bingemans FunworX, the undersigned acknowledges, appreciates, and agrees that;

1. I hereby agree to abide by and to help enforce the Safety Rules outlined to me.
2. I acknowledge that the program **involves inherent risk and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in the program and **accept same entirely at my own risk.**
4. I hereby release and discharge Bingemans FunworX, it's owners, affiliates, agents, employees, and board of directors from any and all liabilities, suits, claims, and demand actions or damages (including attorney fees and disbursements) incurred by me arising out of the use or intended use of the climbing walls, including without limitation all claims for property damage, personal injuries, or wrongful death. This release is binding on my heirs, assigns, and agents.
5. I hereby agree to indemnify and hold harmless of Bingemans, it's owners, agents, employees, and board of directors from an any and all causes of action, claims, demands, losses and costs of any nature whatever arising out of or in any way relating to my use of the climbing facility. This indemnification is binding on my heirs, assigns and agents.

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### Climber Information:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone # (\_\_\_\_) \_\_\_\_\_ Birthdate: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Emergency Contact \_\_\_\_\_ Telephone # (\_\_\_\_) \_\_\_\_\_

### For Participants of Minority Age (Under 18 at the time of Registration)

This is to certify that I, as Parent/Guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases and for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releases from any and all liabilities incident to my minor child's involvement of participation in these programs as provided above.

X \_\_\_\_\_  
Parent's Signature

Today's \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date Month Day Year