



PARTICIPANT RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of participating in any way in any of the "Activities" (defined as, but not limited to, any field activity, court activity, competition, physical training or rock climbing) offered or allowed by SportsPlex USA, L.C. and its Waukee, Iowa SportsPlex West location (hereinafter collectively referred to as "SPW"), and also their directors, officers, employees, agents, members, volunteers, participants, and all other persons or entities acting in any capacity on SPW's behalf, I hereby agree to release, discharge and indemnify SPW, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate, as follows:

I ACKNOWLEDGE, AGREE AND REPRESENT that I understand the nature of the Activities offered at SPW, and that I am qualified, in good health, and in proper physical condition to participate in any Activity that I see fit, of my own choosing and voluntarily. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. **I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE** I may suffer or cause while participating in any of the Activities offered at SPW. I agree to bear the costs of such injury or damage myself. **I FURTHER CERTIFY** that I am willing to assume the risk of any medical or physical condition I may have. **I FULLY UNDERSTAND THAT: (a) THE OFFERED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");** (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW OR THE NEGLIGENCE OF THIRD PARTIES;** (c) there may be other Risks, and social and economic losses, either not known to me or not readily foreseeable at this time, and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** that I incur as a result of my participation or that of the minor in the Activity. **I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SPW,** their respective administrators, directors, officers, employees, agents, members, volunteers, and other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR THIRD PARTIES, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE** that if, despite signing this release I, or anyone on my behalf, makes a claim against any of the "RELEASEES", I **WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE "RELEASEES"** from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. **RISKS SPECIFIC TO ROCK CLIMBING:** I acknowledge that my participation in rock climbing at an indoor artificial rock climbing wall entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. I recognize the dangers inherent to climbing and I am assuming the hazard of this risk upon myself since I wish to climb. I realize that I am subject to injury from this activity and that no form of care or preparation can remove all of the danger to which I am exposing myself. I am aware of the safety policy requiring the use of a protective helmet, approved and marked with UIAA and CE stamps, which could prevent permanent brain damage and / or death in the event of an accident. By signing below, I am voluntarily choosing not to wear a UIAA/CE approved climbing helmet and to accept all the risks and hazards thereof. **RISKS SPECIFIC TO ROCK CLIMBING INCLUDE,** but are not limited to: falling off the wall, to the ground or floor; falling on others or being fallen on by others; loose and damaged artificial holds; abrasions from the wall, ropes, pads, or the floor; equipment failure, including rental equipment; belay or belay equipment failure; climbing out of control or beyond one's capability or personal limits; the negligence of others, visitors, participants, or other persons who may be present; musculoskeletal injuries and / or over training; bodily injuries; head injuries; the negligence of the "Releases"; and my own negligence. Furthermore, SPW employees have a difficult job to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They might give inadequate warnings or instructions, and the equipment might malfunction. I also give SPW the permission to use any picture or likeness of me, or a picture or likeness of my children, in SPW's marketing materials and on our website while they are participating in SPW's programs. **I AGREE THAT ALL TERMS OF THIS AGREEMENT APPLY TO THE RISKS SPECIFIC TO ROCK CLIMBING AND ANY RESULTING INJURY OR DAMAGE.**

I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Name: _____ **Date of Birth:** _____

Parent's Name (if under the age of 18): _____ **Home Phone:** _____

Street _____ **City** _____ **State** _____ **Zip** _____

E-Mail Address: _____

****Signature (Parent's Signature required if under the age of 18):** _____ **Date:** _____

ANY OTHER FAMILY LIVING at the SAME ADDRESS OR IN THE CHARGE OF THE ABOVE PARENT(S) / LEGAL ADULT GUARDIAN(S) THAT WILL PARTICIPATE AT SPORTPLEX WEST in the FUTURE:

NAME: _____ **Birthdate:** _____

NAME: _____ **Birthdate:** _____

NAME: _____ **Birthdate:** _____

NAME: _____ **Birthdate:** _____