



### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Print Youth Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone (including area code): \_\_\_\_\_

Birth Date of Climber: \_\_\_\_\_

**Gender: M / F**

**WARNING:** This agreement is legally binding. If you do not understand any aspect of this agreement, have a Maryland Mobile Rock Wall employee fully explain such aspect before signing. In signing this document, you and the youth named above are waiving the right to bring a court action to recover compensation or obtain any other remedy for any personal injuries, damage to property, accident of any kind, or for you or for the above named youth's death, arising out of the use of the Mobile climbing wall. (*Initials* \_\_\_\_\_)

**Assumption of Risks:** Participation in the Rock Wall activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in the activities made possible by Maryland Mobile Rock Wall Rentals. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Maryland

Mobile Rock Wall Rentals L.L.C HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Rock Wall activities and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

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Signature of Parent/Guardian of Minor      Date

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Signature of Participant      Date