

**WAIVER AND RELEASE OF LIABILITY**

I, \_\_\_\_\_ (print name), hereby acknowledge that I have voluntarily chosen to participate in activities offered by Rocker's Gym, Inc. ("the Gym"), located at 400 South Baldwin Avenue, Arcadia, CA, including but not limited to indoor bouldering and outdoor guided excursions (collectively, "the Activities").

1. ASSUMPTION OF RISKS: I fully understand that the Activities involve inherent and other risks, hazards, and dangers that may result in injury, illness, death, or property damage. These risks include, but are not limited to: falling, equipment failure, unpredictable rock and terrain conditions, inclement weather, actions of other participants, and my own physical condition and abilities. I hereby expressly assume all such risks.
2. WAIVER AND RELEASE: In consideration for being permitted to participate in the Activities, I hereby waive, release, and discharge Rocker's Gym, Inc., its owners, officers, employees, agents, and volunteers (collectively, "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by me or to any property belonging to me while participating in the Activities.
3. INDEMNIFICATION: I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs they may incur due to my participation in the Activities.
4. FITNESS TO PARTICIPATE: I certify that I am physically fit, have sufficiently prepared for participation in the Activities, and have not been advised to not participate by a qualified medical professional.
5. MEDICAL TREATMENT: I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activities.
6. SEVERABILITY: If any portion of this waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. GOVERNING LAW: This waiver shall be governed by and construed in accordance with the laws of the State of California.

By signing below, I acknowledge that I have read this waiver, understand its contents, and agree to be bound by its terms. I further acknowledge that I am signing this waiver voluntarily and of my own free will.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If participant is under 18 years of age:

I, as parent or guardian of the above minor, hereby consent to the terms of this waiver on behalf of the minor.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_