

**Ascend Strong Rock Climbing Gym, LLC**

613 Rio Bravo Drive

Haslet, TX 76052

I, the undersigned, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless Ascend Strong Rock Climbing Gym LLC from any and all liability, claims, demands, causes or rights of action whether personal to me to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should Ascend Strong Rock Climbing Gym LLC or anyone acting on behalf of Ascend Strong Rock Climbing Gym LLC be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold Ascend Strong Rock Climbing Gym LLC harmless for all such fees and costs. In event I, the undersigned or any of my participants file a lawsuit against Ascend Strong Rock Climbing Gym LLC, it is agreed to do so solely in the state of Texas. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by Ascend Strong Rock Climbing Gym LLC to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless Ascend Strong Rock Climbing Gym LLC from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation.

A set of Rules and Direction are either displayed on the rock wall or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s), I, the undersigned, acknowledge and certify that I have had sufficient opportunity to read the entire Rental agreement and Acknowledgement of Risks, that I understand its content and that I execute it freely without duress of any kind and agree to the terms herein stated.

Printed Name of Climber \_\_\_\_\_

If under 18 printed name of parent or guardian: \_\_\_\_\_

Signature if over 18 or of parent or guardian: \_\_\_\_\_

Date: \_\_\_\_\_