

Southern Rock Climbing Centre

Unit 13 – 5 Valley View Road – New Germany – KZN

Office use only
Indemnity Number: _____
Member Number: _____

Name: _____ Age: _____

ID Number: _____ Phone: _____ Cell: _____

Address: _____

Email: _____ Promotional Material - Yes: _____ No: _____

In Case of Emergency - Next of Kin: _____ Cell: _____

ACKNOWLEDGEMENT OF RISK

In consideration of the services of Southern Rock Climbing Centre, their agents, its owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SOUTHERN ROCK CLIMBING CENTRE"), I hereby agree to acknowledge the risk associated with activities associated with the Centre and agreed to release, indemnify, and discharge SOUTHERN ROCK CLIMBING CENTRE, on behalf of myself, my children, my parents, my heirs and estate as follows:

I acknowledge that climbing an artificial 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 acknowledge that personal risk/injury may arise from the following:

- All manner of injury resulting in falling off the Climbing Wall and hitting climbing wall faces and projections, whether permanently or temporarily in place, and/or other climbers/spectators, and/or the padded or non padded portions of the floor;
- Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems and striking the impact absorbing floor & any other rope techniques;
- Injuries resulting from falling climbers or dropping items, such as, but not limited to, ropes or climbing hardware;
- Cuts and abrasions resulting from skin contact with the Climbing Wall or climbing floor;
- Failure of rope, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Wall structure.
- belay and/or belayer failure; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURANCE of the activities at Southern Rock Climbing Centre. I acknowledge that the risk of SEVERE INJURY (and even DEATH), while unlikely, exists when participating in the activities at the Centre. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of these activities and the experience. I expressly agree to and both accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I understand that maintenance of the Facility and equipment, training, coaching, instruction, supervision, enforcement or lack thereof of any rules or regulations, route setting, or any added safety measures by Southern Rock Climbing Centre and all its affiliates does not and cannot guarantee my safety. I hereby represent that I am fit and suffer from no adverse health condition or effect that would limit my ability to participate safely in any activities offered by Southern Rock Climbing Centre. I hereby represent that any of my own equipment that I use at the Facility is safe and in good working order and that in no way shall Southern Rock Climbing Centre be liable for any damages caused to myself or a third party for any failure of any of my personal equipment.

WAIVER and RELEASE:

I here-by unconditionally:

WAIVE AND RELEASE ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND OR NATURE AGAINST SOUTHERN ROCK CLIMBING CENTRE, AND ANY MANUFACTURERS OR DISTRIBUTORS OF EQUIPMENT USED BY SOUTHERN ROCK CLIMBING CENTRE, RELATED IN ANY WAY TO USE OF THE EQUIPMENT, ACTIVITIES OR THE ASSOCIATED ACTIVITIES.

SOUTHERN ROCK CLIMBING CENTRE PROVIDES NO WARRANTIES EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, ACTIVITIES OR ASSOCIATED ACTIVITIES.

I agree to hold harmless, defend and indemnify Southern Rock Climbing Centre from any claim or action, present or future, related to injury or damage to myself, my property, or to any other person or property. This will include any loss, damage, expense or injury (including DEATH) suffered by any person from (or in connection with) my participation in any activities due to any cause whatsoever. This will include negligence and/or breach of express or implied warranty on the part of Southern Rock Climbing Centre.

I acknowledge that Southern Rock Climbing Centre does not have medical facilities on-site and does not employ medical personnel to render medical assistance. As a result skilled medical assistance may be delayed. In the event of an emergency or potential injury, I authorise Southern Rock Climbing Centre to contact or call other emergency medical personnel to provide medical care for, or transport me to a private medical facility or hospital if, in the opinion of Southern Rock Climbing Centre medical attention is required and I am unable to make such decisions for myself. I authorise the disclosure of any protected medical information in the possession of Southern Rock Climbing Centre that is necessary to provide. I agree to pay all costs associated with such medical care and related transportation and shall DEFEND,

INDEMNIFY AND HOLD HARMLESS Southern Rock Climbing Centre of and from the consequences of such decision and from any such costs incurred relating to the provision of my medical care.

This Liability Waiver shall continue in effect in perpetuity so that each time I use the Facility or participates in any Outside Activities from the date this waiver is signed forward he/she shall be bound by the terms and conditions herein. If any provision of this agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected hereby.

Should SOUTHERN ROCK CLIMBING CENTRE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else 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.

Southern Rock Climbing Centre shall not be responsible for the safekeeping, loss, theft or damage of any Participant's property or the property of any User or Member that is brought into the Facility or brought on any Outside Activity.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

NAME OF PARTICIPANT: _____ **DATE OF BIRTH:** _____

SIGNATURE OF PARTICIPANT: _____ **DATE:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

As the parent or legal guardian of the minor child named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the minor child, and any other parent or legal guardian of the minor child, intending that they be binding on me, the minor child, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of the minor child, and the right of any other parent or guardian or person to maintain any claim or suit against Southern Rock Climbing Centre arising out of Participant's or Participant Member's participation in any Activities or related in any way to the Associated Activities. I further agree to hold harmless, defend, and indemnify Southern Rock Climbing Centre of and from any claims from third parties arising from or related to the minor child Participants' participation in any Activities or Associated Activities.

NAME OF PARTICIPANT: _____ **DATE OF BIRTH:** _____

NAME OF PARENT/GUARDIAN (Print): _____

SIGNATURE OF PARENT/GUARDIAN: _____ **DATE:** _____

TERMS AND CONDITIONS

1. Southern Rock Climbing Centre, and any of its employees, directors, officers, agents, representatives, or assigns (hereinafter "Southern Rock Climbing Centre") reserves the right in its sole discretion to refuse entry, or to remove any User or Member from Southern Rock Climbing Centre's property or from participation in any activity organized by Southern Rock Climbing Centre outside of the Facility for any reason whatsoever. Any such refusal of entry or removal by Southern Rock Climbing Centre shall be in its sole discretion.
2. Southern Rock Climbing Centre shall not be responsible for the safekeeping, loss, theft or damage of any Participant's property or the property of any Guest of User or Member that is brought into the Facility or brought on any Outside Activity.
3. User or Member has had ample opportunity and acknowledges review of the rules and regulations of entry and participation at the Facility that are provided to User or Member or posted at the Facility. User or Member shall comply with and observe all rules and regulations of Southern Rock Climbing Centre.
4. Should User or Member or his/her Guest(s) damage or break any of Southern Rock Climbing Centre's equipment or property, User or Member shall be liable for the reasonable cost of necessary repairs or replacements to such equipment or property.
5. Southern Rock Climbing Centre is authorized by the User or Member to use, store or transfer, as Southern Rock Climbing Centre may consider necessary, the User's or Member's personal information, for any and all purposes in connection with the Facility and services provided by Southern Rock Climbing Centre and/or for the purpose of promoting, improving and furthering the interests of Southern Rock Climbing Centre. The User or Member acknowledges this may include posting their photos and/or names online, and/or in publications.
6. Any delay or failure by Southern Rock Climbing Centre to exercise its rights and/or remedies under this Agreement does not constitute a waiver of any of such right or remedy.
7. In the event User or Member does suffer any type of damages or injury, User or Member shall notify Southern Rock Climbing Centre immediately of any such occurrence or cause.