

VERTICAL DREAMS, INC.
INFORMED CONSENT, ACKNOWLEDGEMENT AND RELEASE

NOTICE: This Informed Consent, Acknowledgment and Release (“Agreement”) is a legally binding agreement. By signing this Agreement, you give up your right to bring court action to recover compensation or obtain any other remedy for any injury (including death) to you, your children (if applicable) or your property, however caused arising out of use of the portable climbing equipment of Vertical Dreams, Inc. (“Equipment”), now or any time in the future. If climber is under 18 years of age, parental consent is required and “I”, “my” or “myself” as used herein is interchangeable with “my child”, where applicable. **NO ONE CLIMBS WIHTOUT A SIGNED AGREEMENT.**

Acknowledgment of Risk. I hereby acknowledge and agree that rock climbing and the use of the Equipment has inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Equipment including but not limited to: (1) all manner of injury resulting from falling off the Equipment and hitting rock faces and/or projections, whether permanently or temporarily in place, or on the ground; (2) rope abrasion, entanglement and other injuries resulting from activities on or near the Equipment; (3) injuries resulting from fallen climbers or dropped items; (4) cuts and abrasions resulting from skin contact with the Equipment or its devices and/or hardware; and (5) failure of ropes, slings, harnesses, climbing hardware, anchor points or any part of the Equipment.

Release/Indemnification and Covenant Not to Sue. In consideration for being permitted to use of the Equipment, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns **HEREBY DO RELEASE** Vertical Dreams, Inc., its officers, agents, sponsors, and employees from any cause of action, claims, demands, losses, or costs of any nature whatever arising out of or relating to my use of the Equipment.

In consideration for being permitted to use the Equipment, I agree to INDEMNIFY AND HOLD HARMLESS Vertical Dreams, Inc., its officers, directors, shareholders, agents and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of any way relating to my use of the Equipment.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Equipment and that I am voluntarily assuming the risks. I understand that I will solely be responsible for any losses or damage, including death, I sustain while using the Equipment and that by this Agreement, I am releasing Vertical Dreams, Inc. and/or its agents from any and claims arising from my use of the Equipment. Should I, or anyone on my behalf, attempt to bring any claims against Vertical Dreams, Inc. that are released herein, I shall be liable to Vertical Dreams, Inc. for all legal fees and costs incurred by Vertical Dreams, Inc. in any such action.

By signing this Agreement, I hereby certify that I have not taken or consumed any alcoholic beverages, illegal drugs, or prescriptive medications (which may affect my ability to climb, in any way) within 24 hours prior to using the Equipment.

I have read and fully understand this Agreement. I further certify that I (and anyone for whom I am signing this Agreement for) is in good health and has no physical limitations which would preclude safe use of the Equipment. If climber is under 18 years of age, a parent or legal guardian must sign this Agreement to authorize such minor climber’s use of the Equipment.

Climber: _____ (Signature) Date: _____
Print Name and sign:

I, as a parent or legal guardian of the above minor under 18 years of age, for myself and for the minor climber, hereby authorize the minor climber identified above to use the Equipment having read and understood the terms and conditions of this Agreement. I further represent that I have the legal right to provide this Agreement on behalf of the minor climber identified above.

Parent: _____ (Signature) Date: _____
Print Name and sign:

Emergency Contact Information: In case of Emergency call this person:

_____ (Phone #?) _____ - _____ - _____
Print Name