



PHNOM CLIMB COMMUNITY GYM
EXPRESS ASSUMPTION OF RISK, WAIVER OF
LIABILITY, RELEASE, COVENANT NOT TO SUE
AND INDEMNITY AGREEMENT

Participant Last Name _____	First Name _____	Date of Birth _____	Gender M / F
Address (Street #, House #) _____			
If from another country, which one? _____			
Cell Phone _____	Email Address _____	Can we contact you? Y / N	
Emergency Contact _____	Emergency Phone _____		

Waiver & Release

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ CAREFULLY.

I desire to participate in one or more activities or programs (each individually an **“Activity”**; collectively, **“Activities”**) offered, operated, sponsored or directed by, or otherwise involving, **Phnom Climb Community Gym (PCCG)**. The Activities may occur in whole or in part at one or more climbing and recreation facilities owned, operated and managed by **Phnom Climb**. The Activities may involve, without limitation, rock climbing (including but not limited to climbing on artificial surfaces, outdoor instruction, and expeditions), and other recreational activities, programs, events, instruction, classes, and being a spectator both inside and outside a Facility and with or without supervision of **Phnom Climb** or any of its employees, contractors, volunteers, or personnel (collectively, **“Personnel”**). I understand that each Activity poses inherent and extreme risks. With full knowledge and understanding of these risks, and in consideration of my use of the Facilities or any thereof and participation in one or more Activities, I acknowledge and agree as follows:

1. Acknowledgement and Assumption of the Risk

I acknowledge that participation in any Activities, use of any Facility, and receipt of any services provided by any Facility or Personnel subjects me to risks of **personal injury** (including but not limited to death or paralysis) from various causes, including but not limited to slip and fall; falling from climbing walls or gym apparatus; contact with walls, holds, equipment, landing areas and other climbers, belayers, or objects;

rope abrasion; rope entanglement; falling climbers; dropped items; climbing hardware and climbing walls; loose or damaged holds; failure of ropes, slings, helmets, harnesses, shoes, climbing hardware, anchor points, belay devices, or any part of climbing wall or gym apparatus structures; the use of auto-belay devices; the use of exercise equipment and free weights; participation in group exercise classes; negligence of others, such as failure to maintain control over climbing equipment or other climbers or to act within their ability; or other causes and accidents not specified herein, whether or not foreseeable. I also acknowledge the risk that my personal property (including but not limited to vehicles or their contents or personal property placed in lockers) may be damaged, lost or stolen while I am at a Facility or participating in Activities.

I understand and acknowledge that:

A. The above list is not inclusive of all the possible risks to which I will be subject during Activities and in using a Facility and that the list in no way limits the extent or reach of this Express Assumption of Risk, Waiver of Liability, Release, Covenant not to Sue and Indemnity Agreement (this **"Agreement"**) or any provision of this Agreement.

B. Climbing at a Facility is not the same as climbing outdoors or on other artificial rock surfaces. I understand that any instruction I may receive at a Facility or in connection with any Activity is not necessarily applicable to other real or artificial rock climbing and that such instruction does not prepare me to climb without supervision.

C. If I rent equipment through a Facility, I accept responsibility for the care of the equipment during the rental period and agree to be responsible for the replacement at full value of any equipment that I do not return or that I return in damaged condition. I understand that climbing gear could become damaged or defective.

I am capable of examining and assessing all equipment that I use. If damage occurs to equipment belonging to **Phnom Climb** while I am using it, I will promptly bring it to the attention of appropriate Personnel.

I VOLUNTARILY ASSUME ALL OF THE RISKS ASSOCIATED WITH PARTICIPATION IN ANY ACTIVITY OR USE OF THE FACILITY, INCLUDING BUT NOT LIMITED TO RISK OF INJURY, PARALYSIS AND DEATH. I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE, UNDERSTANDING AND APPRECIATION OF THE RISKS INVOLVED.

2. Waiver of Liability, Release and Covenant Not to Sue

I, on behalf of myself, my heirs, representatives, executors, administrators and assigns (each individually, a **"Releasing Party"**; collectively, **"Releasing Parties"**), hereby knowingly and intentionally (A) waive any and all liability of **PHNOM CLIMB** and its successors, assigns, affiliates, owners, shareholders, officers, members, managers, directors, landlords, and Personnel (each individually, a **"Released Party"**; collectively, **"Released Parties"**) for, (B) release Released Parties from, and (C) covenant not to sue Released Parties for, any and all causes of action, claims, injuries, liabilities, damages or demands of any nature whatsoever, whether known or unknown, anticipated or unanticipated, which the Releasing Parties or any thereof may now have, or may have in the future, against any Released Party on account of any and all known and unknown, foreseen and unforeseen personal injuries, property damage, death, paralysis, accident or occurrence of any kind and whenever occurring, arising out of or in any way related to any Activity, any occurrence or event involving a Facility, any Released Party or any service or program related to any thereof, whether such Activity, occurrence or event is supervised or unsupervised and however and whenever any injury, property damage, death, paralysis or accident is caused (collectively, **"Claims"**).

THIS WAIVER OF LIABILITY, RELEASE AND COVENANT NOT TO SUE SHALL BE EFFECTIVE EVEN THOUGH SAID LOSS, DAMAGE, OR INJURY RESULTS OR HAS RESULTED, OR ANY CLAIMS ARISE FROM, THE NEGLIGENCE, WRONGFUL ACTS, OMISSIONS, BREACH OF WARRANTY, OR STRICT TORT LIABILITY OF ANY RELEASED PARTY. NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, THIS WAIVER OF LIABILITY, RELEASE AND COVENANT NOT TO SUE SHALL NOT BE EFFECTIVE IN REGARD TO LOSS, DAMAGE OR INJURY RESULTING FROM, OR ANY CLAIMS ARISING FROM, THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF ANY RELEASED PARTY.

3. Indemnification Agreement

I, on behalf of all Releasing Parties, hereby agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties from and against any and all Claims and costs (including but not limited to attorney's fees and costs incurred by Released Parties or any thereof) of any nature whatsoever, including but not limited to those caused by the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of any Released Party (except for those resulting from the gross negligence or willful or wanton misconduct of any Released Party), arising out of or in any way relating to my use of a Facility or the services provided thereby or my participation in any Activity.

4. Miscellaneous

I certify that I am in proper physical and mental condition to participate in Climbing Activities at **Phnom Climb** and that I have no physical limitations that would preclude my safely using a Facility and participating in Activities with the risks assumed. I agree to read and abide by all rules from time to time posted in any Facility or otherwise communicated to me. I agree to comply with requests and instructions of all Personnel. In the event of an accident, if I should be unconscious or otherwise unable to make medical decisions for myself, I hereby grant the Released Parties permission to administer necessary first aid, and/or to solicit emergency medical services as deemed necessary. This authorization includes permission for emergency medical transportation to the nearest medical facility for additional medical treatment.

I hereby voluntarily waive any right I may have to a trial by jury in any action, proceeding or litigation involving any Released Party.

I hereby grant to **Phnom Climb**, and **Phnom Climb** reserves the right to use for promotional purposes, any photographs or video taken at the Facilities or during any Activity. Such images may be used in Phnom Climb's brochures, posters, website, facebook, twitter, instagram or other promotional materials without liability or payment.

I ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS AGREEMENT I AM RELIEVING THE FACILITIES AND ALL RELEASED PARTIES OF ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR DEATH RESULTING FROM ANY ACTIVITY AND WAIVING MY RIGHT TO MAINTAIN A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES, EXCEPT FOR ANY LIABILITY BASED UPON THEIR GROSS NEGLIGENCE OR WANTON AND WILLFULL MISCONDUCT. I CERTIFY THAT MY AGE IS ACCURATELY SET FORTH ABOVE.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE LEGALLY BINDING UPON ME AND UPON MY ASSIGNS, HEIRS, REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS; AND THAT I AM SIGNING THIS AGREEMENT, AFTER HAVING CAREFULLY READ IT, OF MY OWN FREE WILL.

Signature _____ Date _____

Phnom Climb _____

IF PARTICIPANT IS UNDER 18 YEARS OLD – UNDERSIGNED PARENT/GUARDIAN CONSENT:

I am the parent or legal guardian of the above signed one or more minors (whether one or more, the "**Minor**") under 18 years of age and hereby consent to the Minor's using the Facilities or participating in Activities, all as defined above. In consideration of permission to the Minor to use the Facilities and participate in one or more Activities, I agree, personally and on behalf of the Minor, any other parent or legal guardian of the Minor, and the heirs, representatives, executors, administrators and assigns of all thereof (collectively, the "**Minor Releasing Parties**") to be bound by the terms and conditions set forth in this Agreement. Without limiting the immediately preceding sentence, I expressly, personally and on behalf of each of the Minor Releasing Parties (a) acknowledge, agree and consent to the assumption of the risks described above, (b) make and enter into for the benefit of the Released Parties the agreements set forth above in Paragraph 2, entitled "**Waiver of Liability, Release and Covenant Not to Sue**" and (c) agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all Claims and costs (including but not limited to attorneys' fees and costs incurred by Released Parties or any thereof) of any nature whatsoever, including but not limited to those caused by the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of any Released Party (except for those resulting from the gross negligence or willful or wanton misconduct of any Released Party), arising out of or in any way relating to the Minor's use of a Facility or the services provided thereby or the Minor's participation in any Activity. I represent that I am at least eighteen (18) years of age and legally competent to sign this Agreement.

IN WITNESS WHEREOF;

This Agreement is duly executed this day of _____

Signature of Participant
(18 years and older must sign) _____

Date _____

Signature of Parent(s)
(Legal guardian) _____

Parent/Guardian Name _____

Date _____

Phnom Climb _____