

inSPIRE Rock Release of Liability and Assumption of Risk

ONE FORM PER PARTICIPANT. ALL BOXES MUST BE FILLED OUT IN ORDER TO BE ADMITTED TO INSPIRE ROCK.



Participant Last Name		Participant First Na	ame	Participant Middle Name
Date of Birth	Zip Code	Phone (-	L
Can we email you?			Email Address	
Emergency Contact			Emergency Phone	

In consideration of being allowed to visit and participate at the premises of inSPIRE Rock, Ltd., a Texas Limited Partnership (sometimes referred to in this agreement as "the facility" or "facilities") I, an adult visitor (eighteen years or older) or a parent/legal guardian of a visitor who is a minor (both referred to herein as "parent"), understand, acknowledge and agree as follows:

Activities: inSPIRE Rock, Ltd. operates a gym and challenge course in Spring, Texas and a challenge course in Huntsville, Texas. Visitors may move about the premises of both facilities, including, if qualified, the activity areas. The activities of the Spring gym include indoor climbing walls, bouldering, and fitness equipment. The climbing walls reach a maximum height of 43 feet. Wall climbers may be supported ("belayed") by means of a system of ropes or personal autobelays. Climbers must receive an orientation by gym staff before commencing those activities. No visitor may perform belaying services until and unless he/she has been trained by a staff member to do so. Visitors must familiarize themselves with the fitness equipment before use and ask for assistance if needed. The challenge courses and team building programs in Huntsville and Spring are operated/led by facilitators. At no time is a person allowed to participate on these courses without the supervision of inSPIRE Rock/Team Synergy staff. The challenge courses include a system of cables and platforms over and through which participants will climb and traverse at heights of up to 50 feet. These activities (climbing & team building) can be physically and emotionally demanding; and a visitor may not participate in them if he/she has any physical or mental condition that might cause the visitor to be a danger to himself/herself, to other visitors, or staff. I, an adult visitor or parent, represent that neither I nor, if applicable, the minor child, has any such condition. I certify that I am, or the minor child is, in good health without physical limitations which would preclude participation.

Risks: Visitors will be exposed to risks including, but not limited to: trips, falls, and other trauma while moving about the premises of the gym and challenge courses, and including the parking area and areas which may be under construction; overexertion and inattention may produce falls and abrupt contact with other persons, walls, boulders and other structures and equipment; visitors may be struck by falling climbers, dropped tools, and hardware; ropes, harnesses, and other equipment, including fitness machines and equipment, may fail; and other visitors and gym staff may act carelessly. The gym may from time to time employ independent contractors to perform certain services. The gym is not responsible for the acts or omissions of these contractors. These risks and others may result in all manner of injury and loss including breaks, sprains, abrasions, serious injury and even death. The risks described above, and others, are inherent to the premises and their activities -- that is, they cannot be eliminated without destroying the basic nature of the activities and their appeal and value.

Assumption of Risks: I, an adult visitor or parent, hereby expressly acknowledge and assume all risks of a visit to the gym or challenge course, inherent and otherwise, and whether or not described above. I have read and understand the rules of the facility and agree to fully comply with those rules. If the visitor is a minor, I, parent, have discussed the rules, activities and risks with the child, who understands them and wishes to visit and participate in the activities nevertheless. Release and Indemnity: I, an adult visitor or parent (for myself and, to the maximum extent allowed by law, on behalf of the minor visitor, if applicable) agree to release and not to sue, and to defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees), neither inSPIRE Rock, Ltd.; nor its general partner, Team Synergy, Inc.; nor the owner or owners of the premises on and in which the facilities are located, nor their respective owners, partners, directors, officers and staff (referred to as "Released and Indemnified Parties") with respect to any claim related in any way to my or the minor visitor's visit to the gym for any purpose, including enrollment or participation in an activity of the gym, the use of its facilities or merely moving in or about the premises. These agreements of release and indemnify include loss or damage caused or claimed to be caused by the negligence, but not the intentional wrongs or the gross negligence, of a Released and Indemnified Party.

The terms of this agreement and any dispute between a Released and Indemnified Party and visitor or parent, related to this agreement or otherwise, will be governed by the substantive laws of the State of Texas (not including laws which might apply the laws of another jurisdiction). I agree, for myself and for the minor visitor, that the venue of any suit or mediation will be solely in Harris County, Texas, and I agree to the jurisdiction of the courts of that County, for myself and the child. If I or the child suffer an injury or loss of property while visiting the facilities I agree that I will promptly notify the gym or challenge course staff of that occurrence.

This document is intended to be binding, to the fullest extent of the law, on all persons signing below, a minor visitor, if applicable, and their respective successors, heirs, executors, administrators and family members. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect. The terms of this agreement cannot be altered. This agreement will govern visits to the facility on the date on which it is signed and thereafter until it is withdrawn by written notice to the facility or replaced.

Signature of Participant (18 years and older must sign)	Participant Name	Date
		/ /
Signature of Parent (or Legal Court Appointed Guardian)	Parent/Guardian Name	Date
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