

Assumption of Risk and Waiver of Liability
For The Potomac Club Climbing Wall Use

Participant's Name (please print): _____

IN CONSIDERATION of my being allowed to use the Potomac Club Climbing Wall ("Climbing Wall") located in the Energy Fitness Club and related training facilities, I the undersigned hereby agree to and acknowledge the following:

(Participant must initial beside each paragraph for use):

___ 1. The risk of injury from the activities involved in using the Climbing Wall is significant, including the potential for permanent paralysis or death. This risk includes but is not limited to my falling off or from the Climbing Wall and hitting the floor, wall faces, pipes, beams and any other structural components of the building, exercise equipment people or any of the equipment used in climbing, whether permanently or temporarily in place or whether a member uses their own personal equipment or equipment provided by Potomac Club Home Owner Association; rope abrasion and entanglement; injuries resulting from falling climbers, dropped items or broken holds; failure of ropes, knots, belays, slings, harnesses, climbing holds, anchor points or any other part of the Climbing Wall.

___ 2. I covenant not to sue, make claims against, or pursue any legal action against Potomac Club, West Potomac Club LLC, Potomac Club Owners Association, Inc., Legum & Norman, and ProFIT employees, their directors, officers, employees, members, residents and agents for any personal injuries or property damages, direct or indirect, that I might accidentally sustain as a result of my participation in this activity.

___ 3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, except those arising from the gross negligence of those persons released from liability below, and assume full responsibility for my participation; and,

___ 3. I will comply with all rules and regulations. If I have any question, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Energy Fitness Club employee. I agree not to participate while under the influence of drugs or alcohol: and,

___ 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Potomac Club, West Potomac LLC, Potomac Club Owners Association, Inc. ("Potomac Club Owners HOA") Legum & Norman, and ProFit Employees, or their respective owners, affiliates, agents, employees, successors and assigns ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, except those arising from the gross negligence of the Releasees, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

X _____ Birth Date: _____ Date Signed: _____

Participant's Signature

X _____

Participant's Address

Participants Phone Number

FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 OF THIS DATE)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release provided above all Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in any use of Potomac Club Climbing Wall in the Energy Fitness Club or facility as provided above, except those arising from the gross negligence of the Releasees, to the fullest extent permitted by law. Child's Age: _____

X _____ Date Signed: _____
Participant (or) Legal Guardian Sign & Print Emergency Phone Number(s)

Rules & Regulations
for the Potomac Club Climbing Wall

1. Climbers and/or members are required to sign in with The Energy Fitness Club Office upon each and every climb.
2. No one under 18 years of age is permitted in the Climbing area or on the Climbing Wall without parental consent.
3. The minimum age permitted to climb is 12 years old with parental consent. Children from age 12-18 years old are permitted to use the climbing wall if accompanied by an adult twenty-one (21) years of age or older, or parental or legal guardianship permission.
4. Only commercially manufactured climbing equipment to included helmets in good condition is permitted for use while climbing on the wall.
5. Climbers and/or members are not permitted to belay or tie themselves in until they pass the Potomac Club Energy Club safety check which includes equipment and helmets and proper use of either personal or provided equipment.
6. Climbers and/or members must wear a helmet at all times while in the Climbing area. Climbers may use their own personal helmet after inspection by the Potomac Club Energy Club ProFit employees.
7. The minimum age for belaying is 12 years old.
8. No prone belaying is permitted.
9. No one is allowed to tighten, loosen or move holds without authorization of an Energy Fitness employee.
10. Climbers and/or members should report loose holds, bad wear spots on ropes and anything you believe to be a safety hazard.
11. No food or beverages are permitted in the Climbing Facility.
12. A maximum of three (3) persons may be actively climbing on the wall at any one time.

I HAVE READ AND UNDERSTAND THE ENERGY FITNESS CLUB RULES.

X _____

Participant's Signature

X _____

Birth Date: _____ *Date Signed:* _____

Participant's Address

Participants Phone Number

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(For ProFit Employees)

Instructor's Name: _____ Date Training Complete: _____

Circle One: Personal (or) Club Equipment Used Safety Check on Equipment Date: _____

Type of Equipment Used: _____

Safety Check Performed by: _____

(Print Name Clearly)

Cleared for Auto Belay: YES/NO Date: _____