

	<b>नवी मुंबई महानगरपालिका</b>	<b>Navi Mumbai Municipal Corporation</b>	
	प्लॉट नं.1 व 2, सेक्टर-15 अ, किल्ले गावठाण जंक्शन, सी.बी.डी.बेलापूर, नवी मुंबई-400614. दुरध्वनी क्रं.- 022 - 27573294	Plot No. 1& 2, Sector-15 A Near Killa Gaothan Junction, C.B.D,BELAPUR, NAVI MUMBAI – 400 614, TEL.No. : 022 - 27573294	

**CLIMBING GYM ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

Participant's Full Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender \_\_\_\_\_

**- PLEASE READ CAREFULLY -**

**Fitness Declaration:** I understand the nature of activity I am / my ward is going to attend and I declare that I do not / my ward does not have any medical prohibition to participate in this activity. In case of any illness / ailment / injury, which may restrict me / my ward from taking part in some of the activities, I shall keep away from such activity.

**1 ASSUMPTION OF RISK**

1.1 I am aware that participating in the activities of climbing, spotting, bouldering, and any other related activity (the "Activities") in the climbing facility located at RenukaCharya Udyan, Nerul, Sector17 (the "Facility") has many inherent risks, dangers and hazards, including but not limited to the following:

- a) injury resulting from slips or falls on footholds, handholds, uneven floors, decks, floor padding, or mats;
- b) injury resulting from collision with climbing wall features such as ledges, edges, railings, outcroppings;
- c) injury resulting from the use, misuse, non-use or failure of any of the equipment used in the Facility, and any other part of the climbing structure (the "Equipment");
- d) injury resulting from collisions with other users OR action of others users of the Facility;
- e) injury resulting from falling climbers, dropped items, or falling Equipment;
- f) cuts and abrasions resulting from skin contact with the climbing wall; and
- g) theft, vandalism or loss of personal property.

(collectively, the "Risks")

1.2 I freely and voluntarily accept and assume all of the Risks associated with the Activities and recognize that these Risks may result in property damage, all manner of personal injury (including serious injuries such as fractures, spinal cord injury and brain injury) and death.

1.3 I acknowledge that the facility does not provide any warranty as to (1) the use of any Equipment without proper training, (2) the incorrect use of any Equipment, and (3) the use or functionality of any Equipment that is not owned by the facility .

1.4 I will follow the Climbing Wall Guidelines which are posted at the Facility. I acknowledge that these Guidelines may change and that it is my responsibility to review the Guidelines on a regular basis. Additionally, I will follow the directions and instruction of climbing wall instructors, and volunteers.

\_\_\_\_ (initial)

1.5 I recognize that the facility is not responsible for the acts or omissions of other users of the Facility.

**2 WAIVER OF LIABILITY AND INDEMNIFICATION**

2.1 In consideration of the facility allowing my participation in the Activities, I agree:

a) to waive my right to pursue any claim against the facility, its directors, officers, staff, volunteers, agents, trainees and employees (collectively the "Releasees"), resulting from my participation in the Activities or my use of the Facility;

\_\_\_\_ (initial)

b) to indemnify, release, and forever discharge the Releasees from any and all demands, suits, liabilities, losses, damages, injuries, expenses, costs, fees, claims or causes of action whatsoever, including, without limitation, legal fees and disbursements on a solicitor and own client basis resulting from or arising out of my participation in the Activities or my use of the Facility due to any cause whatsoever; and

\_\_\_\_ (initial)

c) to indemnify, release and forever discharge the Releasees from any and all demands, suits, liabilities, losses, damages, injuries, expenses, costs, fees, claims or causes of action whatsoever, including, without limitation, legal fees and disbursements on a solicitor and own client basis for any damage to the property of or personal injury (including death) to any third party resulting from my negligence, except to the extent that the demands, suits, liabilities, losses, damages, injuries, expenses, costs, fees, claims or causes of action are caused by the gross negligence of any of the Releasees.

\_\_\_\_ (initial)

2.2 This agreement will be effective and binding upon my heirs, next of kin, executors, administrators, assigns, attorneys, and representatives in the event of my death or incapacity.

\_\_\_\_ (initial)

I certify that I am 18 years old or older and that I have carefully read this Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Guardian

\_\_\_\_\_  
Guardian Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date