

**The Vertical Challenge/Xtreme Plex(VC,LLC and XP,LLC)
- RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

In consideration of the services of services at VC,LL and XP,LLC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge VC,LLC and XP,LLC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any services or facilities, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, and negligence of belayers and other participants.
2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VC,LLC and XP,LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of EC's equipment or facilities, including any such claims which allege negligent acts or omissions of VC,LLC or XP,LLC.
4. Should VC,LLC or XP,LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Illinois including the Recreation Safety Act, without regard to its conflict of law rules.
7. I agree to abide by the rules of the facility.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against VC,LLC or XP,LLC on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Last Name: _____ First Name: _____ Middle Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date of Birth: _____

Emergency Contact Name: _____ Emergency Contact Number: _____

Email Address: _____

*Your email address will **NOT** be shared. It will be used to email a feedback survey and a **DISCOUNT COUPON** for your next visit!*

Signature of Participant: _____ Today's Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless VC,LLC and XP,LLC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Note: Photographs may be taken on location and I allow us of the photos for promotional purposes.

Parent or Guardian: _____ Print Name: _____ Date _____