

**HALF-MOON OUTFITTERS, LLC.
CLIMBING WALL RELEASE AND WAIVER OF LIABILITY**

WARNING: *Climbing is a sport in which you may be seriously injured or die. Your climbing safety depends on your own judgment, experience, and a realistic assessment of your climbing ability. Please climb smart!*

In consideration of my being permitted to utilize the equipment, facilities, and premises of HALF-MOON OUTFITTERS, LLC, to engage in indoor climbing or training, lessons, or instruction in indoor climbing, I hereby promise, covenant, and agree as follows:

I hereby acknowledge, agree, and understand that the activities in which I will participate are inherently dangerous. I further acknowledge, agree, and understand that engaging in these dangerous activities, even while wearing protective equipment, can result in serious or grievous injuries and/or death. Such injuries may result from my acts or omissions, the acts or omissions of others, or conditions existing on the premises owned by Half-Moon Outfitters, LLC, where I intend to participate in the activity.

I further acknowledge that the activities that I will engage in are physically demanding and require a degree of physical strength, coordination, and skill. I acknowledge that I should not participate in the activity if I have any illness or condition that affects or diminishes my physical strength, coordination, reaction time, sense of balance, or my ability to follow or give directions while climbing, including, but not limited to, fatigue, chills, dizziness, weakness, nausea, fainting, or seizures.

I acknowledge that participation in the activity will subject me to certain inherent risks associated with climbing, such as the danger of slips, trips, falls, painful crashes, equipment failure, and the presence, actions, and falls of other participants.

I further acknowledge that there may be other potential dangers or risks associated with my participation in the activity on the premises that are not currently known to me or readily foreseeable. I hereby accept all such dangers and risks and any consequences that may arise from the same, including, but not limited to, any and all damages, losses, costs, or expenses that I may incur as a result of my participation in the activity. I understand that these risks may result in accidental injury, illness, permanent trauma, or death.

I, for myself, my personal representatives, heirs, assigns, and next of kin hereby WAIVE AND RELEASE, indemnify, hold harmless and forever discharge HALF-MOON OUTFITTERS, LLC, and its owners, agents, employees, instructors, officers, directors, affiliates, successors, volunteers, representatives and assigns (collectively the "Indemnitees"), unconditionally and in full from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever have or may have, arising from my participation in any of the events or activities conducted by, on the premises of, or for the benefit of HALF MOON OUTFITTERS, LLC whether caused by the negligence of the Indemnitees or otherwise.

I hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of the activities whether caused by the negligence of the Indemnities or otherwise.

I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Indemnites and each of them from any loss, liability, damage or cost they may incur due to claims brought against the Indemnites arising out of my injury, or death, or damage to my property while I am participating in these activities whether on the premises or off the premises and whether caused by the negligence of the Indemnites or otherwise.

In no event shall the Indemnities be liable to me for any incidental, special, punitive or consequential damages with respect to any claims arising out of or related to my participation in these activities while on or off the premises, regardless of whether such claims arise in tort, contract, strict liability or any other theory of law or equity and regardless of whether the Indemnites knew or had reason to know that such damages might be incurred.

This Agreement shall be governed by and construed in accordance with the laws of the States of South Carolina and shall be enforced to the maximum extent allowed by its laws.

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

I have read this agreement in full and understand and agree with its contents. I have signed this agreement knowing that by doing so I am giving up substantial rights and have signed it freely without any inducement or assurance of any nature. I intend this agreement to act as a complete and unconditional release of any and all potential claims against the Indemnites, to the fullest extent permitted by law.

Printed Name of Participant

Date of Birth

Signature of Participant

Date

If the Participant is under the age of 18, the written consent of his or her parent or legal guardian is required prior to participation in any climbing activities.

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PARENT/GUARDIAN CONSENT

I am the parent or guardian of the minor participant named above. I have read and understand the provisions of the release above. I understand that the minor climbing must be at least 5 years old or older, as of their last birthday.

I fully understand that the activities in which the minor above will participate involve certain inherent risks, as described above, and that these risks may be the cause of loss or damage to equipment, accidental injury, illness, permanent trauma, or death.

I truthfully believe that the minor above is physically capable of participating in the climbing activities and is qualified to do so.

To the fullest extent permitted by applicable law, I, acting on my own behalf and on behalf of the Minor hereby WAIVE, DISCHARGE, AND RELEASE the Indemnitees, unconditionally and in full, from any and all claims, whether present or future, direct or indirect, or of any other nature whatsoever, arising or resulting from or related to the negligence of the Indemnitees or the Minor's participation in the activities described above and covenant not to sue for the same. In the event that any such claims are brought or asserted by me, the minor, or by a party acting on behalf of the minor, to the fullest extent permitted by law, I agree to INDEMNIFY AND HOLD HARMLESS the Indemnitees from all such claims.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date