

# Indoor Rock Climbing

@ Atlanta Rocks ([atlantarocks.com](http://atlantarocks.com))



Bring  
\$7.00 cash  
for admission.

The total cost is \$25. If this is a financial burden, please call 404-936-1919.

**Trip Location: 1019 Collier Rd NW, Ste A, Atlanta, GA 30318**

**Drop off and Pick up: Big Lots parking lot (Panola Rd & Covington Hwy)**

**Permission forms must be complete or your son will NOT board the van.  
NO EXCEPTIONS!!!! He may still come if he chooses not to climb.**

**\$\$\$ Students should bring money for food and souvenirs. \$\$\$ (15-20)**

**Attire: YME T-shirt, shorts/jeans and athletic shoes**

**Saturday, November 13, 2010**

**8:30 am – 2:00 pm**

**Permission form @ [www.youngmenofexcellence.org](http://www.youngmenofexcellence.org)**



ATLANTA ROCKS! INTOWN  
1019-A COLLIER RD  
ATLANTA, GEORGIA 30318  
TEL 404-351-3009  
FAX 404-351-5993



## WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

**NOTICE; THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY OR FOR YOUR DEATH ARISING OUT OF YOUR USE OF THE ATLANTA ROCKS INDOOR CLIMBING GYM, NOW OR ANYTIME IN THE FUTURE.**

### ACKNOWLEDGEMENT OF RISK

I, the undersigned user, hereby acknowledge and agree that the sport of rock climbing and the use of the Atlanta Rocks Indoor Climbing facility, located at 1019-A Collier Road, Atlanta, Georgia (Atlanta Rocks Indoor Climbing Gym) poses inherent risks. I have full knowledge of the nature and extent of all of the risks associated with the use of the Atlanta Rocks Indoor Climbing Gym, including, but not limited to:

- 1 All manner of injury, including, but not limited to death and/or paralysis, from falling off of the climbing wall or any climbing gym apparatus and hitting the landing area, the climbing wall, another climber, a belayer or an object on the ground;
- 2 Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing walls or apparatus;
- 3 Injuries resulting from falling climbers or dropped items such as, but not limited to, climbing hardware and belay anchors and climbing holds or pieces thereof;
- 4 Cuts and abrasions resulting from skin contact with ropes, climbing hardware and climbing walls;
- 5 Failure of ropes, slings, harnesses, shoes, climbing hardware, anchor points, or any part of the climbing wall structure.
- 6 Injuries resulting from the use of exercise equipment including, but not limited to, rotating climbing walls, free weights, mechanized or electrical exercise machines and other exercise or fitness related devices.
- 7 Atlanta Rocks Indoor Climbing Gym makes available, to all gym users, safety helmets at no charge. Gym users are encouraged to use helmets at all times when climbing or belaying other climbers while in the gym. If you choose not to use a helmet you agree to assume the additional risks associated with climbing without a helmet.

I further acknowledge that the above list is not inclusive of all the possible risks associated with my use of the Atlanta Rocks Indoor Climbing Gym and that the above list in no way limits the extent or reach of this Release/Indemnification and Covenant Not to Sue.

### RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my use of the Atlanta Rocks Indoor Climbing Gym, I, the undersigned user, agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE, Atlanta Rocks West, Inc., d/b/a Atlanta Rocks!, 1019-A Collier Rd, Atlanta, GA 30318 (hereinafter, Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents, from any cause of action, claims, or demands of any nature whatsoever (except for gross negligence and willful misconduct), which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the Atlanta Rocks Indoor Climbing Gym, whether that use is supervised, unsupervised, however the injury or damage is caused, including but not limited to, the negligence of Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents.

In consideration of my use of the Atlanta Rocks Indoor Climbing Gym, I the undersigned user, do hereby agree to **indemnify and hold harmless**, the Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or intentional misconduct of the Atlanta Rocks Climbing Gym or its officers, directors, employees and agents) arising out of or in any way relating to my use of the Atlanta Rocks Indoor Climbing Gym.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Atlanta Rocks Indoor Climbing Gym and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using the Atlanta Rocks Indoor Climbing Gym and that by signing this Agreement, I am relieving the Atlanta Rocks Indoor Climbing Gym, its owners, shareholders, officers, directors, employees and agents, of any and all liability for such loss, damage or death.

I further certify that I am in good health and that I have no physical limitations which would preclude my safe use of the Atlanta Rocks Indoor Climbing Gym. I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this agreement is duly executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

User's Signature \_\_\_\_\_ email address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**If User is under 18 years old: Parent/Guardian Consent:** I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this **Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.**

Parent/Guardian Signature \_\_\_\_\_

## Parental Authorization and Acknowledgement of Risk for Field Trip

(This form and an attached field trip description/flyer are required for all field trips.)

### TO BE COMPLETED BY ALPHA PHI ALPHA FRATERNITY, INC.

Date(s) of Trip: **November 13, 2010**

Destination: **1019 Collier Rd NW, Ste A  
Atlanta, GA 30318  
8:30 am -2:00 pm**

Purpose: To learn how to rock climb (indoor)

**Supervision (Check one.)**

Students will be directly supervised by adults on this trip at all times.

Students will be directly supervised by adults on this trip with the following exceptions:

**Transportation Being Provided (Check all that apply.)**

Walking                       School Bus                       Commercial Carrier                       Commercial vehicle (in-kind donation)  
 Leased Vehicle                       County Vehicle                       Personal Vehicle

**Drivers of Private or Leased Vehicles (Check all that apply.)**

Student                       Parent                       Teacher or Staff Member                       Other Adult

**Risk Related (Check all that apply.)**

Swimming Pool                       Amusement or Theme Park                       Beach or Ocean                       Other Climbing an indoor rock wall with supervision (1 adult:6 children)

### TO BE COMPLETED AT HOME

**YME Student Agreement**

While participating in this field trip, I will accept responsibility for maintaining good conduct and appearance, and I will follow directions at all times.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Parental Authorization and Acknowledgement of Risks**

I understand that participation in this field trip is voluntary, that it is not required, and that it exposes my child to some risk(s). I also understand that the trip may include activities and that participation in any amusement activities will expose my child to some risk of injury or even death. I have read and understand the description of the field trip (attached) and authorize my child to participate in the planned components of the field trip to the extent indicated by signature below. I also understand that participation in the field trip will involve activities off school property; therefore, neither Alpha Phi Alpha Fraternity, Inc., the Charles H. Wesley Education Foundation, and members will have any responsibility for the condition or use of any non-school property. Panola Way Elementary School, Miller Grove Middle School and DeKalb County School System is not responsible for the promotion, transportation or setup for this event.

**Parent Permission (Check all that apply.)**

- Participation in all aspects of this trip.
- Participation in all aspects of this trip, except the amusement and them park activities.
- Participation in all aspects of this trip, except the water-related activities.

I give permission for \_\_\_\_\_ to participate in the field trip.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

**Notification of Non-Participation in Event**

My son \_\_\_\_\_ **will not** participate in this event for the following reason:

\_\_\_\_\_