

Acknowledgment & Assumption of Risk and Release of Liability

Climbers Full Name		Date of Birth	
Address	City	State	Zip Code
Phone Number (home, work, cell)		e-mail	
In case of Emergency: Contact's Name		Number (home, work, cell)	

There are significant elements of risk in any adventure sport or activity associated with a "rock gym": climbing wall, bouldering area, rock climbing, and/or incidental weight and fitness training regimens and equipment (referred to herein as the "ACTIVITY"). We have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an ACTIVITY at which you may or may not be skilled; however, we wish to remind you the ACTIVITY has foreseeable and unforeseeable risks and certain risks cannot be eliminated without destroying the unique and exciting character of the ACTIVITY. The same elements that contribute to the unique and exciting character of the ACTIVITY can be causes of serious injury to persons, death, and/or loss of or damage to equipment and can occur by accident, through negligence, or even intentionally. It is important for you to know in advance what to expect and to be informed of the inherent risks.

PARTIAL LISTING OF RISKS. Some, but not all of the risks, foreseeable or unforeseeable, associated with the ACTIVITY follow:

1. Slips, trips, falls and/or collisions while using the climbing walls, bouldering areas, landing pads, work-out areas, floors below climbing walls, bathroom facilities, stairs, exits and entrances, and other facilities or equipment existing now or in the future;
2. Misuse of equipment or facilities, or failure of equipment and facilities, including but not limited to: loose or damaged holds, worn or defective ropes, and worn or defective safety devices;
3. Your physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying, or working out;
4. Abrasion from or entanglement with ropes or equipment; and
5. Bad decision making by you or your belayers, and the presence, actions (including mistakes), or falls of other climbers, belayers and observers.

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EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY. You hereby acknowledge that participation in the ACTIVITY is purely voluntary. In recognition of the inherent risks of the ACTIVITY in which you may engage, you confirm that you are physically and mentally capable of participating in the ACTIVITY and/or using all facilities and equipment situate at MPHC. You participate in the ACTIVITY willingly and voluntarily, and you assume the risk of any and all personal injury and/or damages to or loss of your personal property that occurs while at MPHC or while participating in any off-premise MPHC-sponsored ACTIVITY. You assume such risk even if the injury or damage is caused by the negligence of others, including but not limited to: members, visitors, MPHC employees, officers, directors, agents, instructors, belayers or spotters. You further assume such risk whether the ACTIVITY in which you are participating is organized or unorganized, part of a class or instructional, supervised or unsupervised. You are aware of the meaning of the terms "un-roped climbing" (bouldering), "Top-rope climbing", and "Lead climbing", and you understand the differences between the activities. You assume the risk(s) of personal injury, accidents and/or illness, including but not limited to: sprains, torn muscles and/or ligaments, fractures or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, exposure and/or altitude sickness, head, neck, and/or spinal injuries, shock, paralysis, and/or death.

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HELMET WAIVER. You acknowledge a UIAA approved helmet may prevent head injuries. Should you refuse this safety precaution, you do so against the advice of MPHC and its insurance company, and you hereby waive and release MPHC, its officers, directors, shareholders, employees, and agents from any and all liability associated with your voluntary refusal to wear a safety helmet. Helmets may be provided by MPHC subject to availability.

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CAPABILITIES-HEALTH-INSTRUCTION. You recognize that MPHC may find it necessary to refuse or terminate the participation of any person judged to be incapable of meeting the rigors or requirements of any ACTIVITY. You accept MPHC's right to take such actions for the safety of yourself and/or other participants. You will not engage in the ACTIVITY beyond your capabilities and will not cause any third party to be endangered by any of your actions during the ACTIVITY or while using the facility or equipment. You understand that indoor climbing is not the same as outdoor climbing, which requires additional skills. You represent that you are in good health and have no physical or mental limitations or problems that would affect your safe use of the facilities or equipment. You agree to abide by all MPHC rules as they currently exist and as they are amended, and will immediately comply with all instructions and requests from MPHC staff.

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MEDICAL TREATMENT. You hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the ACTIVITY. You either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on your behalf.

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RELEASE A. In consideration of being permitted to engage in the ACTIVITY and to use the facilities, equipment and services provided by MPHc, you, on behalf of yourself and any minor children for whom you are the parent, legal guardian or otherwise responsible, your spouse, your heirs, personal representatives or assigns, do hereby release MPHc, its parent company, subsidiaries, principals, directors, officers, agents, employees, and volunteers, and each and every land owner upon whose property the ACTIVITY is conducted, from all liability; and you waive any claim for damage arising from any cause whatsoever, including negligence. In addition to signing the Helmet Waiver, you have read and understand this Acknowledgment and Assumption of Risks and Release of Liability. You understand that by signing this form, you are waiving valuable legal rights.

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RELEASE B : Guest hereby releases and discharges MPHc, its affiliates, agents, and employees and their successors, and assigns, including without limitation, M Plaza LP., and its partners, The Related Companies, L.P., Related Management, L. P., Related Apartment preservation, L. L. C. and each of their respective partners, members, agents and employees, Manhattan Plaza Inc., , the City of New York, Department of Housing Preservation and Development, and WTS International Inc., from any and all liabilities, suits claims, demands, actions or damages (including reasonable attorney’s fees and disbursement) incurred by buyer arising out of the use of the Manhattan Plaza Health Club, its facilities, services or equipment, including, without limitation, all claims for property damage, personal injuries or wrongful death except to the extent that such loss or damage is caused by or results from the Seller’s negligence or willful misconduct.

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ATTORNEY’S FEES & COSTS - INDEMNITY, JURISDICTION AND VENUE. In the event of any litigation involving any actions covered by this Acknowledgment and Assumption of Risk and Release of Liability, should MPHc prevail in whole or part, you shall pay MPHc’s reasonable attorney’s fees and costs, and you agree to indemnify and hold MPHc harmless from any claims, demands, or causes of action which are related to participation in the ACTIVITY. You agree that if any portion of this Acknowledgment and Assumption of Risks and Release of Liability is found to be void or unenforceable, the remaining portions shall remain in full force and effect. You agree that sole jurisdiction and venue for any litigation involving any actions covered by this Acknowledgment and Assumption of Risk and Release of Liability shall be in New York County, New York.

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SAFETY GUIDELINES AND REGULATIONS FOR THE MPHc CLIMBING GYM

Please read each of the following guidelines and initial in the box provided at the end of this section. If you have any questions please inquire with MPHc staff. MPHc requires that parents or legal guardians of participants under the age of 18 initial for that participant, after thoroughly explaining the guidelines.

- I acknowledge and understand the rules and guidelines posted at the entryway to the climbing facility.
- I acknowledge and understand that, as a user of MPHc, I have a responsibility to conduct myself and any and all persons under my supervision, including minor children, in a proper, courteous, and safe manner.
- I acknowledge and understand that no one may use the equipment and/or facilities at MPHc while under the influence of alcohol, drugs or controlled substances.
- I acknowledge and understand that all Visitors and Members must be Safety Certified in order to climb at the MPHc (Orientation Class and Private Group participants will receive the necessary instruction before their session begins)
- I acknowledge and understand that all climbers must wear a helmet or sign a Helmet Waiver
- I acknowledge and understand that in order to use the TruBlue™ Auto Belays without staff supervision I must pass the Auto Belay Test.
- I acknowledge and understand that in order to belay at MPHc without staff supervision I must pass the Belay Test.
- I acknowledge and understand that in order to lead climb at MPHc I must be Lead Certified.
- I acknowledge and understand that ONLY MPHc staff are permitted to teach belay skills on the premises.
- I acknowledge and understand that MPHc has the right to deny access to its facilities to any person, permanently or for a specific period of time, for any failure to adhere to the Safety Guidelines and Regulations, or for any conduct that is viewed as unsafe, inappropriate, or unhealthy, including but not limited to: horseplay, foul or rude language, or defiance of a MPHc staff request.

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Climbers Signature

Date

PARENT OR LEGAL GUARDIAN MUST SIGN FOR ANYONE UNDER 18 YEARS OF AGE

Print Guardian’s Name

Relationship to minor

Guardian’s Signature

Date