



INDEMNITY AND CONSENT FORM

ACKNOWLEDGEMENT

I acknowledge that there is an inherent danger in the sport of rock climbing which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that no amount of care, caution, instruction or expertise can eliminate this inherent danger. The risks include but are not limited to : climbing on, or falling off, loose and/or damaged artificial holds, the artificial climbing structures, falling to the ground, on other users, or being fallen on by other users, abrasions from the walls, ropes, equipment failure, belay failure, or climbing out of control or beyond ones personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present or my own negligence.

I hereby declare that I fully accept the risks in participating in this activity and understand that it is entirely at my own risk. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I also declare that I am of good health and do not suffer from any physical or mental conditions which may prevent me from safely participating in this activity, including but not limited to heart disease, epilepsy and asthma.

INDEMNITY

As lawful consideration for being permitted by Nomad Adventure Sdn Bhd to participate in these activities and use the Summit Climbing Gym or attend outdoor rock climbing courses organised by Nomad Adventure Sdn. Bhd., I hereby agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute Nomad Adventure Sdn Bhd for injury or damage resulting from negligence or other acts, howsoever caused as a result of my participation in the activities.

I hereby irrevocably and unconditionally agree and undertake that I shall at all times hereafter adequately and sufficiently indemnify Nomad Adventure Sdn Bhd from and against all actions suits proceedings claims demands damage judgements costs expenses interests and charges whatsoever which may be taken up or made against Nomad Adventure Sdn Bhd or may be incurred or become payable by Nomad Adventure Sdn Bhd arising from any injury or death or any other losses, claims or expenses. Should Nomad Adventure Sdn Bhd 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.

This indemnity shall constitute and be a continuing obligation to Nomad Adventure Sdn Bhd and shall bind my parents, successors-in-title and legal representatives. The term Nomad Adventure Sdn Bhd shall be deemed to include its directors, shareholders, servants, employees, and agents.

I hereby declare that I am executing this legally binding document on my own free will and agree to be bound by the rules and regulations of the Summit Climbing Gym or the trip leader.

Name : _____ Tel No : _____
IC No : _____ Signature : _____
E-Mail : _____
Address : _____

Consent and waiver of liability (parent/guardian) :

I hereby declare that I am the parent/guardian of the child stated above and have read the clauses above. I declare that I understand the nature of this activity and permit my son/daughter/ward to participate in this activity. I also agree to be bound by all of the above clauses, in particular, the clauses relating to indemnity and will not hold Nomad Adventure Sdn Bhd responsible for any physical injury or death. This document shall constitute a continuing consent and waiver of liability until such time when this document is declared as no longer being binding by me by writing the word "CANCELLED" across this document.

Name : _____ E-Mail : _____
IC No : _____ Signature : _____