

THE ROCK GYM

Participation Agreement, Release of Liability, and Acknowledgment of Risk

Release of all claims and assumption of all risks:

Warning: By signing this agreement, you give up all rights you may have to recover compensation through the courts or otherwise, for any personal injuries, damage to your property, or for your death arising out of your using the facilities of THE ROCK GYM and/or out of your observing or participating in the activities sponsored by THE ROCK GYM, even if your injuries or damages are caused by the negligence of the person(s) being released. You will be assuming responsibility for all risks, whether foreseeable or not, connected with your presence at the facilities or activities of THE ROCK GYM. Be sure that you have read and understood this agreement before signing it.

_____ Initial

I understand and acknowledge that sport climbing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, including but not limited to injuries or death resulting from failure or negligent misuse of the facilities, climbing walls or equipment of THE ROCK GYM; injuries resulting from slips, trips, or falls while observing or participating in the activities sponsored by THE ROCK GYM, including but not limited to, injuries incurred while using the climbing walls, the bouldering tunnel, the landing pit or the floor below the climbing walls, the warm-up area and the rest-room facilities; injuries resulting from the fall of other persons who may come in contact with me or from any falls in which I come in contact with other persons, the artificial walls or the floor; injuries resulting from climbing on, or falling off, loose and/or damaged artificial holds, the artificial climbing surfaces and structures, nor the failure of any of the above; injuries resulting from my own negligence or the negligence of THE ROCK GYM employees in giving adequate warning and instruction.

_____ Initial

I understand that indoor artificial rock climbing in no way prepares me to climb on natural rock. I further understand the importance of receiving proper outdoor instruction before pursuing outdoor climbing activities.

_____ Initial

My participation in this activity is voluntary, and I elect to participate in spite of the said risks to myself and my property.

_____ Initial

I hereby release and discharge the landlord of THE ROCK GYM, the designers and engineers, manufacturers, installers or distributors of the artificial walls, all staff members, facilities or equipment of THE ROCK GYM from any and all claims and liabilities arising out of any negligence whatsoever which causes injury to me or to my property, or which cause my death, while I am observing and/or participating in activities sponsored by THE ROCK GYM, or while I am using the facilities of THE ROCK GYM.

_____ Initial

Should THE ROCK GYM, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

_____ Initial

PLEASE PROVIDE COMPLETE INFORMATION ON REVERSE SIDE, SIGN AND DATE BEFORE CLIMBING!

