

# Sportrock, Inc. Participant Agreement

*This Assumption of Risk, Release, and Waiver of Liability agreement is a binding legal document.*

*Please read carefully. We do not sell or release customer information.*

**Name (please print)** \_\_\_\_\_ **Date of Birth** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Emergency Contact Number** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **How did you hear about Sportrock?** \_\_\_\_\_

**PARTICIPANT/RELEASOR'S NAME (please print)** \_\_\_\_\_ **("Releasor")**  
RELEASEES: Sportrock, Inc., its shareholders, directors, affiliates, agents and employees, and their successors and assigns, ("Sportrock").

I, Releasor, am aware that the sport of climbing, the use of a climbing wall and climbing equipment, and the participation in related programs (including but not limited to the portable climbing wall, yoga, fitness equipment, and massages) pose potential serious risks of injury or death to participants. I am aware of the intrinsic dangers of the sport of indoor and outdoor climbing and related activities. I understand that I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that climbing equipment (including but not limited to the Climbing Wall, portable climbing wall, ropes, belays and auto-belays), may break without warning.

**I hereby acknowledge and accept notice of the intrinsic dangers of the sport of indoor and outdoor climbing and related activities, and those dangers or conditions that are an integral part of climbing activities, including but not limited to the possibility of another participant acting in a negligent manner that may contribute to injury to the participant, me or others, such as failing to maintain control over climbing equipment, or other climbers, or not acting within a participant's ability.**

I acknowledge that this waiver shall remain in effect and valid during my membership and/or participation with Sportrock Inc., and for 3 years from the date of signing, unless expressly revoked by the participant, or parent or guardian of a minor, in writing, with receipt acknowledged by Sportrock, Inc.

With the knowledge of the foregoing and as an inducement for and in consideration of being permitted to use the Sportrock, Inc. climbing wall ("Climbing Wall") and related facilities, operated by Sportrock, Inc., I do for myself, my spouse, my heirs, executors, administrators and assigns hereby agree to and acknowledge each of the following.

The RISK OF INJURY from the activities involved in my use of Sportrock Inc. facilities, the Climbing Wall and my participation in related activities is significant, including the potential for permanent paralysis or death. I understand that climbing and the use of a Climbing Wall and related equipment by its very nature is an inherently dangerous activity and includes risk. This risk includes, but is not limited to, a fear of heights, close personal contact, my falling off or from the Climbing Wall and hitting the ground, damaged wall faces, injuries caused by people, or any of the equipment used in climbing, whether permanently or temporarily in place; rope stress, abrasion and entanglement, injuries resulting from falling climbers, dropped items or broken holds; failure of ropes, knots, belays, auto-belays, slings, harnesses, climbing holds, anchor points or any other part of the Climbing Wall, weather related injuries, insect related injuries.

I KNOWINGLY AND FREELY ACKNOWLEDGE AND ASSUME ALL RISKS, including but not limited to the risk of bodily injury, death or property damage, both known and unknown, except those arising from the gross negligence of those persons released from liability below, and I assume full responsibility for my participation and use of Sportrock Inc. facilities.

I AGREE TO COMPLY with all rules and regulations promulgated by Sportrock, Inc. If I have any questions, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Sportrock Inc. employee. I agree not to participate while under the influence of drugs or alcohol.

I, RELEASE, for myself, my spouse, my heirs, assigns, personal representatives and next of kin, DO HEREBY FOREVER DISCHARGE, RELEASE, INDEMNIFY AND HOLD HARMLESS Sportrock, Inc. of and from any and all claims, demands, damages, losses, actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, penalties, costs, attorney fees and other related expenses, whatever kind or nature, whatsoever at law or in equity, whether present, future, known or unknown, foreseen or unforeseen (including, but not limited to, claims for personal injury, death, disability, and property damage), relating to, arising out of or regarding or as a result of the use of the Sportrock, Inc. Climbing Wall, equipment, location or facilities, or any activity sponsored by Sportrock, Inc. regardless of whether the act or omission complained of was caused in whole or in part by the negligence, in any form, of Sportrock, Inc. to the fullest extent permitted by law.

I FURTHER RELEASE Sportrock, Inc. from any claim whatsoever on account of first aid, treatment or service rendered me during my participation in the use of the Climbing Wall, equipment and related facilities.

I FURTHER ACKNOWLEDGE that the equipment used in the sport of climbing is subject to unforeseen stress and damage which may cause it to break or become dysfunctional without warning and in that regard I understand that Sportrock, Inc. makes no general, expressed or implied warranty of any kind regarding its climbing equipment, including but not limited to the Climbing Wall, portable climbing wall, auto-belays, and holds, and I accept the use of its equipment in its "as is" condition and without warranty.

I grant Sportrock Inc. permission to use my photographs, video images and/or quotes in any Sportrock Inc. publicity pieces. Publicity pieces include (but are not limited to) news releases, videos, publications, displays, newsletters, brochures, and web use. All proprietary rights to the aforementioned media belong exclusively to Sportrock, Inc.

**I HAVE CAREFULLY READ THIS PARTICIPANT AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THE TERMS ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY AS MY OWN FREE ACT WITHOUT INDUCEMENT. IF ONE OR MORE PORTIONS OF THE WAIVER ARE FOUND UNENFORCEABLE, THE REMAINDER OF THE WAIVER SHALL REMAIN ENFORCEABLE.**

**PARTICIPANT/RELEASOR'S NAME (Please Print):** \_\_\_\_\_

**PARTICIPANT/PARENT/GUARDIAN'S SIGNATURE:** \_\_\_\_\_

**DATE SIGNED:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**PARTICIPANT'S ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

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**HELMET WAIVER (OPTIONAL)**

I, the undersigned, recognize the dangers inherent with climbing activities and assume the hazard of this risk upon myself since I wish to climb. I realize I am subject to injury from this activity and that no form of preplanning can remove all the danger to which I am exposing myself. I have been offered a protective helmet, which could prevent brain damage in the case of an accident. Against the advice of Sportrock, Inc. and the insurance company, I am refusing this safety precaution or choose to use my own helmet of choice that may not be rated, or intended, for rock climbing and related activities.

**X** \_\_\_\_\_  
**PARTICIPANT'S SIGNATURE**

**X** \_\_\_\_\_  
**PARENT OR LEGAL GUARDIAN'S SIGNATURE**

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**FOR PARTICIPANTS OF MINORITY AGE**

**(Must be completed for participants under the age of 18 as of this date)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I hereby accept the above assumption of risk, release, waiver of warranty, and waiver of liability as an inducement for allowing my child, or this minor, to participate and use Sportrock, Inc. facilities and activities, and do hereby consent and agree to the release and waiver, for myself, my minor child/ward, my heirs, assigns, and next of kin, I hereby release and agree to indemnify and hold harmless Sportrock, Inc. from any and all liabilities incident to my minor child/ward's involvement or participation in any use of the Sportrock, Inc. Climbing Wall, equipment or facility as provided above to the fullest extent permitted by law. I have discussed the inherent dangers of rock climbing with my child and fully understand the risks involved.

**X** \_\_\_\_\_  
**PARENT/GUARDIAN'S SIGNATURE**

**X** \_\_\_\_\_  
**PRINT NAME**

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**Sportrock Gym Rules**

1. All climbers must check in at the front desk. Members must sign in.
2. No one is permitted to belay, tie themselves in, or lead climb until they pass the Sportrock safety check.
3. Only Sportrock employees are allowed to teach belaying and knot craft.
4. Children under 12 years old must be accompanied and supervised by an adult.
5. Climbers under 15 years old may not supervise climbers who have not passed the Sportrock safety check.
6. Do not belay directly off floor anchors; they are only for backup.
7. Never take brake hand off the rope no matter what belay device you are using.
8. Leading is allowed on ropes marked with red tape; yellow tape signifies top-ropes only.
9. Belayers must stand while belaying.
10. No barefoot climbing.
11. Climbers climbing without a rope must keep their feet within shoulder height of the ground.
12. No one is permitted on top of the boulders.
13. Report loose holds, worn ropes, and anything else you believe to be a safety hazard to a Sportrock employee.
14. Minimum age for belaying is 8 years old.
15. Only commercially manufactured climbing equipment in good condition is permitted.
16. Climbers must wear a helmet when climbing or bouldering unless they have filled out and signed a helmet waiver.
17. Videotaping of any classes or instruction is prohibited.

**I have read and understand the above rules.** \_\_\_\_\_ **(Initial)**