

Participant Agreement, Release of Liability, and Acknowledgement of Risk

Participant Name _____

Instructions for Parents and Legal Guardians – Participants under the age of 18 must have this document read, initialed and signed by their own parents, or Legal Guardian. Legal Guardians may need to provide supporting documentation.

NOTICE – THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL OF YOUR CHOICE. ALTERATIONS TO THIS DOCUMENT OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CROSS-OUTS, ARE NOT PERMITTED.

In consideration of the services of Aiguille Rock Climbing Center, Inc., its agents, officers, shareholders, directors, employees, volunteers, participants, wall builders, wall designers, hold manufacturers, lessors, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as RELEASEES), I agree to release and discharge RELEASEES, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate as follows:

1. I acknowledge the inherent extreme risks in rock climbing activities, including those which could occur on artificial climbing walls and result in physical or emotional injury, paralysis, death, or damage to me, property belonging to me, RELEASEES and/or third parties. I realize these risks cannot be eliminated and include, among other things, but are not limited to, climbing or falling off of the climbing wall; being fallen on by other users; entanglement in ropes; impacting the ground and/or climbing wall; being struck by broken, or dropped holds; abrasions and/or injury from walls, climbing walls, ropes, holds, loose holds, dropped holds, broken holds, pads, and/or the floor; equipment failure; belay failure; climbing out of control or beyond ones limits; negligence of other climbers, visitors, participants, belayers, or other persons who may be present; and/or my own negligence. I understand that there are also unforeseeable accidents which may occur, and I assume all risks associated with such accidents. I agree that it is possible that the equipment being used might malfunction, be defective, and/or fail. I acknowledge and assume all risks for all other activities which may occur at Aiguille Rock Climbing Center, including, but not limited to, any type of fitness class or activity, yoga, team building activities, weight, strength and cardio training, aerobics, dance and martial arts. Initial _____

2. I agree to abide by all safety rules. In the interest of my safety and the safety of others, I agree to comply with staff requests and instructions. I agree that the jobs of staff are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions, however, they may be unaware of a participant's fitness or abilities. I further agree to use proper belay practices and procedures. If I fail to use proper belay practices and procedures the fault is solely mine. I agree to pay attention to the condition of the ropes, anchors, walls and rental equipment and to advise staff if I inflict or notice any damage. Initial _____

3. I expressly agree and promise to accept and assume all of the risks, which exist by reason of my participation in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. Initial _____

4. I agree to assume all risks of personal injury, including paralysis and death, which may occur while I am at Aiguille Rock Climbing Center. I hereby voluntarily release, remise, and forever discharge and covenant not to sue, RELEASEES from all liability for any such personal injury that I may incur, and any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of RELEASEES equipment and/or facilities, including any such claims which allege negligent acts or omissions of RELEASEES. I understand that this Participant Agreement, Release, and Acknowledgment of Risk includes my claims for personal injury, including death based in total or in part upon the **NEGLIGENT ACTION OR INACTION OF RELEASEES**. Initial _____

5. In the event any claim, demand, or cause of action is made against RELEASEES by me, or by any minor over who I have supervisory responsibility at the facilities of RELEASEES (whether or not I am physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless, and defend RELEASEES; including the payment of reasonable attorneys fees, for any claim arising in whole or in part from alleged negligent action or inaction of RELEASEES. Should RELEASEES, or anyone on their behalf, be required to incur attorney's fees, insurance deductibles, and/or other costs to enforce this agreement, I expressly agree to indemnify and hold harmless that party for all such fees, deductibles and costs. Initial _____

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I certify that I have no medical, emotional and/or physical conditions that could interfere with my safety in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition. Initial

7. I understand that indoor climbing is not the same as outdoor climbing, and that additional skills are necessary for outdoor climbing that cannot be acquired in a climbing gym. I agree to seek qualified instruction before attempting to climb outdoors. Initial

8. I acknowledge and understand that there is not a substantial impact absorbing medium beneath the bouldering, top rope, and lead climbing areas; falls from any height can result in injury, paralysis or death. Initial

9. I understand that the use of a UIAA approved climbing helmet could help prevent head injury, permanent brain damage and/or death, and these helmets may be purchased, or rented, (subject to availability) at the facility. If I choose to climb, or belay, without the use of a climbing helmet, I do so at my own risk. Additionally, if I choose to wear any other type of helmet (such as a bicycle or skateboard helmet) I do so at my own risk, and I understand that only UIAA approved climbing helmets are recommended for use on artificial climbing walls. Initial

10. By signing this document I acknowledge that if anyone, including myself, is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against RELEASEES and any party in privity with RELEASEES. Initial

11. This release applies to and binds my personal representative, heirs and family. I further represent that I have complete and absolute authority to bind, contract for and legally act on behalf of any minor children in my family, and/or listed in this document, and understand and agree that RELEASEES relies to its detriment upon this representation and would not allow any minor child to use its facility without this representation. If a member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activity at Aiguille Rock Climbing Center, whether or not I am present, I make this release and these representations on his or her behalf, as well as my own, and I agree to assume all responsibility for his or her safety. Initial

12. I understand that this document is a contract. I sign it of my own free will. I understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive. I agree that the venue to any legal action arising out of, concerning or involving this document, or the use of Aiguille Rock Climbing Center's facilities, or RELEASEES will be in Seminole County, Florida. I also understand and agree that this agreement will remain in full force and effect forever, and will apply to any and all visits I make, now and forever, to Aiguille Rock Climbing Center. Any future participation and use of the Aiguille Rock Climbing Center is evidence of my continuing support of and agreement with this document. Initial

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS FOREVER.

Participant Name _____ **DOB** _____

Signature (if over 14) _____ **Date** _____

Address _____ City _____

State _____ Zip _____ Email _____

If completing on behalf of your minor child

In consideration of _____ (minor's name) participation, I represent that I have complete and absolute authority to legally act on behalf of the minor. I understand that RELEASEES relies to its detriment upon this representation and would not otherwise allow the minor to participate. I agree to indemnify and hold harmless RELEASEES from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with the participation of the minor.

Parent Name _____

Signature _____ **Date** _____

Address (if different from above) _____

Safety Rules

General Rules

- No Smoking.
- Food and drinks are not permitted in the climbing areas, except for bottled water.
- Adult supervision is required for children under 14.
- Shirt and shoes required.

Climbing Rules

- All participants must sign our waiver, releasing Aiguille from liability and acknowledging their personal responsibility for their own safety.
- All climbers and belayers must successfully complete the Belay Class.
- The minimum age to belay is 14.
- Belayers must be attentive and stand while belaying.
- Participants must use UIAA approved harnesses, carabiners and belay devices.
- Harnesses must be worn with waist belt snug to abdomen over the hips, and legs loops correctly sized.
- Climbers must tie in with a Figure 8 Follow Thru Knot, and use a Double Fisherman's Knot as a backup.
- Climbers must tie in through their harness waist belt and leg loops.
- Use of UIAA climbing helmets, by both climbers and belayers, is recommended.
- Climbers must wear closed toe footwear, no barefoot climbing.
- No climbing above the top of any wall.
- Climbers are asked to use chalk balls to reduce airborne dust; loose chalk is not permitted.

Lead Climbing

- All lead climbers and lead belayers must successfully complete the Lead Class.
- Lead climbers must clip all anchors, in order, and the correct direction; no back-clips, no Z-clips.
- Lead climbers must provide their own UIAA Single lead rope.

Bouldering

- The use of **at least one spotter** is recommended when bouldering.
- The use of the crash pads is recommended to protect difficult moves and overhangs.
- Boulder within your personal limits.
- In the general climbing areas, keep your feet below the painted line while bouldering.
- Do not boulder in areas being used by top rope or lead climbers.
- Children should only boulder under adult supervision and with a spotter.
- Children should not play in the bouldering area.

Aiguille Rock Climbing Center wants to provide a safe and fun environment for all participants and spectators. Aiguille reserves the right to deny or revoke access to anyone for any act deemed inappropriate or unsafe.

Signature _____ **Date** _____