

Aiguille Rock Climbing Center, Inc.
Participant Agreement, Including Assumption of Risks
and Agreements of Release and Indemnity



Please print legibly in black or blue ink only. Only one participant per form.

Participant Name: First _____ Middle _____ Last _____

THIS IS A LEGALLY BINDING AGREEMENT. Read it carefully before signing, and consult with an attorney if you are uncertain about its terms. Alterations are not permitted. The Agreement must be signed by all participants 14 years of age and older. If the participant is a minor (under 18), it must be signed also by the child's natural guardian (defined by pertinent Florida law as the child's mother or father, by birth or adoption, or, if the parents are divorced, the parent to whom custody is awarded). The natural guardian signs for himself or herself and on behalf of the child. Minors presenting this form bearing a signature of a guardian may be required to prove the authenticity of the signature.

SPECIAL NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF AIGUILLE ROCK CLIMBING CENTER, INC., ITS OWNERS, AFFILIATES, EMPLOYEES AND AGENTS (IDENTIFIED AS "RELEASED PARTIES", BELOW) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM A RELEASED PARTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of being allowed to participate, participant and, if participant is a minor, natural guardian, acknowledge and agree as follows:

1. Activities and Risks

Climbing on walls and related activities (including bouldering and fitness or exercise classes) expose participants to numerous risks which might result in physical and emotional injury, death or property loss or damage. These risks include, among others, the following: falling, to the floor or pads; falling or swinging into the climbing wall and other structures and objects; being struck by falling climbers, hardware, tools, broken or dropped holds and other objects; entanglement in ropes; abrasions and/or other injuries from contact with climbing walls, ropes, holds, loose holds, dropped holds, broken holds, pads, or the floor. Climbing and belaying equipment and structures may malfunction, be defective, or fail; and absorbing materials, including pads, below the wall may not prevent all injuries from falls. Participants may participate out of control or beyond their limits or otherwise act in a negligent or intentional manner which contributes to the injury or death of themselves or another participant. Staff, visitors, belayers and other persons present may act negligently or engage in other wrongful conduct. Aiguille Rock Climbing Center may fail to warn participants or the natural guardians of certain inherent risks.

These risks are inherent in a participant's enrollment and climbing and related activities, and they cannot be eliminated without altering the nature of the experience. Other risks may be encountered. If I am the natural guardian of a minor participant, I have explained the risks and possible outcomes to the child, who chooses to participate nevertheless. My, or the child's, participation is voluntary.

2. Assumption of Risks

I, participant and, if the participant is a minor, natural guardian, for myself and on behalf of the child, to the maximum extent allowed by law, **acknowledge and assume any and all risks** of Aiguille Rock Climbing Center activities and the use of its facilities and equipment, inherent or not, and whether or not described in this document.

3. Release and Indemnity (Adult participant or Natural guardian, for themselves only):

If I am an adult participant, or natural guardian, I, for myself only, hereby **release and covenant not to sue Aiguille Rock Climbing Center, Inc.**, its employees, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), from liability for any personal injury, including death, property loss or damage, and any and all other claims, demands or causes of action which accrue to me, which are

in any way related to my, or the minor child's, enrollment or participation in an activity of Aiguille Rock Climbing Center or the use of its facilities or equipment. This release includes claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of Released Parties or any of them, but not intentionally wrongful conduct.

In addition, I agree to **protect, defend, hold harmless and indemnify (including the payment of reasonable attorneys fees, costs and insurance deductibles) Released Parties** and each of them, with respect to any claim, by whomever it may be brought, arising in whole or in part from my, or, to the extent allowed by law, the minor child's, enrollment in an activity of Aiguille Rock Climbing Center or the use of its facilities or equipment, whether related to a loss suffered or caused by me, or suffered or caused by the child. This indemnity includes claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of RELEASED PARTIES or any of them, but not intentionally wrongful conduct.

4. Release and Indemnity (Natural guardian on behalf of the minor participant)

If I am the natural guardian of a minor participant I, on behalf of my minor child, hereby **release and covenant not to sue RELEASED PARTIES** or any of them from liability for personal injury, including death, property loss or damage and any other claims, demands or causes of action which accrue to the child resulting from an inherent risk of the child's enrollment or participation in an activity of Aiguille Rock Climbing Center or the use of its facilities or equipment. *IMPORTANT: for purposes of this Release by the natural guardian on behalf of the minor child "inherent risk" is defined by pertinent Florida law as those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonable manner. The term includes, among other acts or omissions, the failure of the activity provider to warn the natural guardian or child of an inherent risk, and the negligent or intentional acts of the child or another participant which may contribute to the injury or death of the minor participant. "Participant" for purposes of this Release, DOES NOT include Aiguille Rock Climbing Center, its owners, affiliates, employees or agents.*

5. Other

I, adult participant or natural guardian, further agree that if any part of this Agreement it is held by a court of law to be unenforceable, the remainder shall survive. It is my intent to comply fully with Florida law, including with respect to a natural guardian's authority to release certain claims on behalf of his or her child or ward. The venue of any legal action arising out of, concerning or involving this document, or a claim of any sort against a Released Party will be Seminole County, Florida. I agree also that the laws of the State of Florida (not including the laws which might apply of another jurisdiction) will be applied to an interpretation of this Agreement and any dispute which arises between me, or the child, and a Released Party.

I agree further that this agreement will remain in full force and effect, and apply to subsequent visits to the Aiguille Rock Climbing Center by me, or the minor child, until revoked in writing, with notice to the other party. Future participation and use of the Aiguille Rock Climbing Center is evidence of my or the child's continuing agreement with the terms of this document.

I understand that photographs and video recordings which include me or the child may be taken at Aiguille Rock Climbing Center's facilities. I agree that Aiguille Rock Climbing Center may use my or the child's likeness in any and all of its publications and advertisements without payment or any other consideration.

I, or the child, have read, understand and agree to obey the posted Safety Rules which are printed and available at Aiguille Rock Climbing Center and its website.

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor participant, and understand and agree that RELEASED PARTIES rely to their detriment upon this representation and would not allow the minor child to participate without this representation. I have had sufficient opportunity to read and understand this document and intend for it to be binding on me, or my minor child who is a participant, and members of my, and the child's, respective families, estates and personal representatives.

Participant Name: First _____ Middle _____ Last _____ DOB _____

Participant Signature (if 14 or over) _____ Date _____

Address _____ City _____

State _____ Zip _____ Email _____

Parent Name: First _____ Middle _____ Last _____

Signature _____ Date _____

Address (if different from above) _____

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



Aiguille Rock Climbing Center, Inc.

Safety Rules

General Rules

- No Smoking.
- Food and drinks are not permitted in the climbing areas, except for plastic bottled water.
- Adult supervision, to confirm adherence to these rules, during any activity, climbing or belaying, is required for children under 14.
- Shirt and shoes required.

Climbing Rules

- All participants must sign our Participant Agreement.
- All 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 leg 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 certified climbing helmets, by both climbers and belayers, is recommended.
- Climbers must wear closed toe footwear, no barefoot climbing.
- No climbing over 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 competency 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 must not play in the bouldering area.

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