

# Aiguille Rock Climbing Center, Inc.

## Participant Agreement, Including Assumption of Risks and Agreements of Release and Indemnity



Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address		Address 2	
City	State	Postal/Zip Code	Country
Cell Phone	Home Phone	Work Phone	
Email Address (we never share your information with anyone)		Can we email news and info (other than billing info)	
Emergency Contact	Emergency Phone	Relationship	

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. This Agreement must be read and 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 the signature of a natural guardian may be required to prove the authenticity of the signature. A minor who signs this agreement does so to reflect his or her understanding of the activities and their risks.

### 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, SUCCESSORS, AFFILIATES, EMPLOYEES AND AGENTS (IDENTIFIED AS "RELEASED PARTIES", BELOW) USES 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 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 artificial climbing walls, and related activities (including, but not limited to, bouldering, challenge type activities and fitness or exercise classes) exposes 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 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. I, and the child, understand them and we both choose for the child to participate nevertheless. My, or the child's, participation is voluntary.

#### 2. Assumption of Risks

I, participant or, if the participant is a minor, natural guardian, for myself and on behalf of the child, to the maximum extent allowed by law, understand, 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)**

I, an adult participant, hereby **release and covenant not to sue Aiguille Rock Climbing Center, Inc.**, its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and all other claims, demands or causes of action which accrue to me, which are in any way related to my enrollment or participation in an activity of Aiguille Rock Climbing Center or the use of its facilities or equipment.

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 of loss suffered or caused by me, by whomever it may be brought, which relates in any way to my enrollment in an activity of Aiguille Rock Climbing Center or the use of its facilities or equipment.

These agreements of release and indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

**4. Release and Indemnity (Natural guardian for himself or herself and on behalf of a minor participant)**

As the natural guardian of the minor participant I, for myself and on behalf of my minor child, hereby **release and covenant not to sue Aiguille Rock Climbing Center, Inc.**, its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to 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 or to my child which are in any way related to the child's enrollment or participation in an activity of Aiguille Rock Climbing Center or the use of its facilities or equipment.

The claims which I hereby release for myself include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct. The claims which I release on behalf of my child are those 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, successors, affiliates, employees and agents.)*

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 of loss suffered or caused by the child, by whomever it may be brought, in any way related to my minor child's enrollment in an activity of Aiguille Rock Climbing Center or the use of its facilities or equipment. This agreement of indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

**5. Other**

- a. I, an adult participant or natural guardian, agree that if any part of this Agreement 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.
- b. I agree further that this agreement will remain in full force and effect, and apply to subsequent visits to 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 Aiguille Rock Climbing Center is evidence of my, or the child's, continuing agreement with the terms of this document.
- c. 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.
- d. Aiguille Rock Climbing Center wants to provide a fun environment for all participants and spectators. I, and the child, understand and agree that Aiguille Rock Climbing Center reserves the right to deny or revoke access to anyone for any act deemed inappropriate.
- e. I, or the child and I, 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 myself and 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, the minor child who is a participant, and members of my, and the child's, respective families, estates and personal representatives.

**Natural Guardian(s) must sign below for the minor child to participate and agree that they and the minor child are subject to all the terms of this document, as set forth above.**

<b>Natural Guardian Signature</b>	<b>Natural Guardian - Printed Name</b>	<b>Date</b>
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<b>Participant Signature</b> (14 years and older must sign)	<b>Participant Date of Birth</b>	<b>Participant Age</b>	<b>Date</b>
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<b>AIGUILLE STAFF USE ONLY</b>			
<input type="checkbox"/>	<b>ID VERIFIED</b>	Date Received: _____	Received By: _____
	ID VERIFIED BY: _____	Date Entered: _____	Entered By: _____



# Aiguille Rock Climbing Center

## Safety Rules

### General Rules

- All Participants must read and complete a Participant Agreement. Minors (those under the age of 18) must have the Participant Agreement completed by their natural guardian.
- No Smoking.
- No alcohol or drugs, or persons under the influence of either.
- Roughhousing and running is not permitted.
- Food and drinks are not permitted in the climbing areas, except for plastic bottled water.
- For the respect of all participants and to confirm adherence to these Safety Rules, adult supervision is required for children under 14, during any activity, climbing or belaying.

### Climbing Rules

- All climbers and belayers must demonstrate proper belay technique to Aiguille staff prior to using the facility.
- The minimum age for belaying is 14 years old.
- 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 the appropriate harness point(s).
- Use of UIAA certified climbing helmets, by both climbers and belayers, is recommended.
- Climbers must wear closed toe footwear, no barefoot climbing.
- Use only holds and wall for climbing. Do not touch exposed metal, i.e. top-rope tubes, structural steel, lead anchors, etc.
- No climbing over the top of any wall. No climbing above top-rope tubes or on top of bouldering wall.
- Do not climb underneath other climbers on lead, top-rope and bouldering walls.
- Climbers are asked to use chalk balls to reduce airborne dust.

### Lead Climbing Rules

- All lead climbers and lead belayers must successfully complete the Lead Check-off.
- 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 Rules

- The use of at least one spotter is recommended when bouldering.
- Boulder within your personal competency limits.
- When bouldering on top-rope and lead walls, keep your feet below the painted line.
- Do not boulder underneath other climbers at anytime, in any area of the gym.
- Do not boulder in areas being used by top rope or lead climbers.
- Children must not play in the bouldering area.
- Small children should only boulder under the DIRECT supervision of their parents and/or chaperones. Small children should stay well below the 4ft line. Parents - this is your responsibility!

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