



Stoneworks Climbing Gym, Inc.
Participant Agreement, Release, And Assumption of Risk

In consideration of the services of Stoneworks Climbing Gym, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SCG"), I hereby agree to release, indemnify, and discharge SCG, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to my self, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: falling off the wall; loose and/or damaged artificial holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and/or belayer failure; climbing out of control or beyond one's personal limits; the negligence of other climbers, visitors, participants, or others that may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

Furthermore, SCG employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SCG from 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 SCG's equipment or facilities, **Including any such Claims which allege negligent acts or omissions of SCG.**

4. Should SCG or anyone acting on their behalf, be required to incur an attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. 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 further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against SCG, I agree to do so solely in the state of Oregon, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by the court of law to have waived my right to maintain a lawsuit against SCG on the basis of any claim from which I have released them herein.

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.

Signature of Participant: _____ Date: _____
Print Name: _____ Date of Birth: _____
Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by SCG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SCG from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

Office Use Only:

Source: _____ Member #: _____ Belay Certified: _____

GYM FORM