

Waiver, Release & Acknowledgment of Risk Agreement

*****Read Before Signing*****

PARTICIPANT NAME: _____ **Age:** _____

In consideration of being allowed to use **Stonehenge Indoor Climbing Gym, Inc.**, facilities, including its portable rock wall, I hereby agree to release and discharge on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate Stonehenge Indoor Climbing Gym, Inc., its agents, owners, officers, directors, volunteers, participants, employees, contractors and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "**Stonehenge**"):

1. I acknowledge that indoor rock climbing & bouldering entails known and unknown risks, which could result in physical or emotional injury, paralysis, death, or damage to me and/ or to third parties and damage to property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things, loose and/or damaged holds, equipment failure, falling to the ground or on others, being fallen on by others, abrasions from the walls, ropes, pads, or the floor, belay and/or belayer failure, negligence of others, musculoskeletal and/or over-training injuries, head injuries, and inadequate warnings, instructions or supervision from **Stonehenge**.
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 **Stonehenge** 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 **Stonehenge's** equipment or facilities, including any such claims which allege negligent acts or omissions of **Stonehenge**.
4. Should **Stonehenge** or anyone acting on its behalf, incur 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 have no medical or physical conditions which 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.
6. This agreement shall in all respects be interpreted, enforced and governed under the laws of the state of California, applicable to agreements entered into and to be performed entirely in California. If any term, covenant or condition of this agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.
7. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
8. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will be found by a court of law to have waived my right to maintain a lawsuit against. 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.

Participant Signature: _____ **Date:** _____

Home Address: _____

Emergency Contact & phone # _____

Birth Date: _____ / _____ / _____ **E-Mail** _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of **Stonehenge**, and, for my child, myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless **Stonehenge** from any and all liability incidents to my minor child's involvement or participation as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF STONEHENGE**, to the fullest extent permitted by law.

Parent/Guardian Signature

Date

Emergency Phone #