

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Texas Rock 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 "T.R.G."), I hereby agree to release and discharge T.R.G., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall and/or "slacklining" entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or emotional injury, paralysis, death, or damage to myself, 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 ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and or over training; head injuries; or my own negligence. Furthermore, T.R.G. employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant 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 T.R.G. 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 T.R.G.'s equipment or facilities, **including any such Claims, which allege negligent acts or omissions of T.R.G.**
4. Should T.R.G. or anyone acting on their behalf, be required to 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. In the event that I file a lawsuit against T.R.G., I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

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 a court of law to have waived my right to maintain a lawsuit against T.R.G. 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.

Print Name: _____ Signature: _____

Address: _____ City/State: _____ Zip Code: _____

Phone: _____ Birthdate: _____ Today's Date: _____

Email: _____ **PARTY NAME:** _____

**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 T.R.G. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless T.R.G. 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: _____



PLEASE READ **EACH SECTION**, AND INITIAL ON THE BLANK
IF YOU DON'T HAVE ANY QUESTIONS.

____ Harness:

- Hip belt location
- Hip belt adjusted
- Leg loops adjusted
- Buckles doubled back appropriately when required

____ Climbing Setup:

- Use locking carabiner.
- Insert through correct harness point.
- Gate closed and locked
- Gate facing outwards

____ Belay Setup:

- Correct attachment of Floor anchor to Harness
- Proper identification of brake(active) and free hands
- Demonstration of proper belay technique (includes catching "falls").
- Demonstration of lowering technique
- What do you do when something unexpected happens (i.e. twists in the rope, shirt catches in belay device,etc.)?

____ Communication: (as Belayer and Climber)

- Startup
- Rope Handling
- Finish

____ Gym Equipment:

- Proper care for GriGri and carabiners (do not drop)
- Do not stand on climbing ropes
- Rental shoes are not allowed outside
- Rental harnesses are not allowed in the restroom
- Use of climbing training equipment (Campus board, Rock-Rings, Hangboard).

____ Bouldering:

- Bouldering falls are always ground falls, use your best judgment and obtain a qualified spotter when needed
- Bouldering line on main walls
- Bouldering on boulder
- **No Jumping off of the boulder**

Facility rules and safety guidelines are posted in the gym, you must read these prior to participating in gym activities.

Climbing contains inherent risk. Each participant must individually assume responsibility for learning proper safety techniques involved in the sport.

Student

Date

Instructor

Date