

**PARTICIPANT AGREEMENT, RELEASE, AND
ACKNOWLEDGMENT OF RISK**

STONE WORKS CLIMBING GYM, INC.

In consideration of the services of STONE WORKS CLIMBING GYM, INC. (hereinafter referred to as STONE WORKS), its agents, owners, officers, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge STONE WORKS, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the activity I am about to engage in bears known risks and unanticipated risks which could result in injury, death, illness, disease, emotional distress, or damage to myself, to property or to third parties. The following describes some, but not all, of those risks:
 - a) Injuries resulting from the NEGLIGENCE of the owners, operators, employees, or volunteer assistants of STONE WORKS, or the NEGLIGENCE of other climbers, visitors, participants, or persons who may be present at STONE WORKS, or the NEGLIGENCE of the designers, manufacturers, or installers of the facilities, climbing walls, equipment of STONE WORKS, or the NEGLIGENCE of the landlord of STONE WORKS;
 - b) Injuries or death resulting from the failure or negligent misuse of the facilities, climbing walls or equipment of STONE WORKS;
 - c) Injuries resulting from slips, trips or falls while observing or participating in the activities sponsored by STONE WORKS, including, but not limited to, injuries incurred while using the climbing walls (which includes the bouldering area), the landing pit or floor below the climbing walls, the work-out area, and the rest room facilities;
 - d) Injuries resulting from the fall of other persons who may come into contact with me or from any falls in which I come into contact with other persons;
 - e) Injuries that occur from the NEGLIGENCE or lack of adequate training of those persons at STONE WORKS who seek to assist with medical or other help either before or after injuries have occurred.
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, no one is forcing me to participate, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify STONE WORKS from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributable to the negligent acts or omissions of STONE WORKS.
4. Should STONE WORKS, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

5. I certify that I have health, accident and liability insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage myself.

6. In the event that I file a lawsuit against STONE WORKS, 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 WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST STONE WORKS, ITS AGENTS, OWNERS, OFFICERS, EMPLOYEES, OR ANY OTHER PERSON OR ENTITY ACTING IN ANY CAPACITY ON ITS BEHALF EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED SUCH INJURY OR DAMAGE.

MY SIGNATURE BELOW INDICATES THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, THAT I HAVE READ IT, AND THAT I UNDERSTAND IT AFFECTS MY LEGAL RIGHTS; I AGREE TO BE BOUND BY ITS TERMS.

Signature of participant: _____ Date: _____

Print name: _____ DL#: _____

Address: _____

City, State, Zip: _____

Phone: Home () _____ Work () _____

Date of Birth: _____

If under 18, Signature of minor's parent : _____ DL#: _____

If under 18, notarization by Notary Public required:

The State of _____ County of _____

GYM USE ONLY

Before me, a Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Name: _____

Age: _____ **Gender:** _____

Harness: _____ **Belay:** _____

Instructor: _____

Given this _____ day of _____, 19_____.

Cust. Number: _____

Signature of Notary Public: _____

Authorization: _____

Comm Exp: _____

Date: _____

For your own safety and the safety of other climbing participants and spectators, you must read, understand and follow all climbing gym rules. Failure to abide by these rules can result in dismissal from the premises. Please sign and date this form after you have read it in its entirety. If you have any questions about these rules, please contact a staff member for clarification.

RULES OF GYM CONDUCT

- * All climbers must sign release form and take competency test on knowledge of knots and climbing skills before climbing (includes belay device usage and safety language).
- * All climbers must tie rope directly into harness using a figure-eight follow-through knot.
- * All belayers (person holding the safety rope for a climber) must anchor (at staff discretion.)
- * Climbers using their own U.I.A.A. approved safety harness must have a staff member inspect them prior to use.
- * All first-visit climbers are required to take an introductory course.
- * Experienced climbers not needing instruction on safety or belay techniques are still required to have an orientation with a staff member as to gym guidelines.
- * Children under 14 must be accompanied by an adult (except for instruction). Climbers must be 14 or older to belay (at staff discretion).
- * Never walk between a climber on the wall and his/her belayer.
- * Boulder only in designated bouldering areas. When bouldering, stay below the limits as described by instructors.
- * No running, jumping, yelling or swinging on ropes.
- * No horseplay, including no sliding down concrete embankments in climbing silos.
- * No smoking, drugs, or alcoholic beverages allowed. Anyone suspected of being under the influence will not be permitted in the gym.
- * No profanity.

I have read and understand these rules and recognize that I am responsible for following the gym rules.

Signature: _____ Date: _____