

Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement - Alaska Rock Gym

In consideration of the services of Ledgends, Inc., d/b/a the Alaska Rock Gym, its rental shop/department, agents, owners, operators, stockholders, officers, directors, volunteers, participants, employees, insurers, wall builders, wall designers and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "A.R.G."), I hereby agree to release and discharge A.R.G. on behalf of myself, my parents, my heirs, assigns, personal representative(s) and estate as follows:

1. I acknowledge that rock climbing, renting climbing equipment and specifically climbing in an indoor gym using artificial surfaces, entails known and unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity of rock climbing.

I specifically acknowledge that the inherent risks associated with rock climbing, renting climbing equipment and specifically climbing indoors using artificial surfaces includes, but is not limited to: falling off of the climbing wall, being fallen on or impacted by other participants, poor or improper belaying, the possibility that I will be jolted or jarred or bounced or thrown to and fro or shaken about while climbing or belaying, entanglement in ropes, impacting the ground and/or climbing wall, loose or dropped or damaged ropes or holds, equipment failure, improperly maintained equipment which I may or may not be renting from A.R.G., displaced pads or safety equipment, belay or anchor or harness failure, general slips/trips/falls or painful crashes while using any of the equipment or walls or bouldering areas or landing pits or work-out areas or the climbing structures or the premises at large, climbing out of control or beyond my or another participants' limits, the negligence of other climbers or spotters or visitors or participants who may be present, participants giving or following inappropriate "Beta" or climbing advice or move sequences, mine or others' failure to follow the rules of the A.R.G., my own negligence or inexperience, dehydration or exhaustion or cramps or fatigue - some or all of which may diminish my or the other participants' ability to react or respond. I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while climbing.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by the A.R.G. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used or rented and to immediately advise A.R.G. of anything which I consider to be unsafe or to refuse to participate. Furthermore, A.R.G. instructors, employees, volunteers, agents or others have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of mine or another participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment they use or recommend or provide or rent to me might malfunction or be poorly maintained. I expressly acknowledge that the use of drugs or alcohol during my participation in any or all of the activities associated with or provided by the A.R.G. is done at my own peril and is not condoned, encouraged or excused by A.R.G. in any way. I understand that the A.R.G. reserves the right to deny me or any other person participation before or during an activity if it finds that person to be mentally or physically impaired or unprepared. By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that **I AM ULTIMATELY RESPONSIBLE** for my own safety during my use of or participation in A.R.G. facilities, equipment, rentals or activities.

2. I expressly agree and promise to accept and assume all the risks existing in the premises, facilities, rented equipment or activities involved or associated in any way with the A.R.G. and/or my participation with or at A.R.G. facilities, equipment or activities. My participation in these activities and at these premises 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 indemnify and hold harmless the A.R.G. from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of A.R.G.'s equipment, rentals or facilities, including any such claims which allege negligent acts or omissions of A.R.G.
4. Should A.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 sufficient skill and fitness to participate in the activities offered at A.R.G. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.
6. I further agree that, in the event that the A.R.G. deems it necessary to administer emergency first aid, CPR or AED or to remove me from its facility or premises or to seek emergency medical care for me that, by signing this document, I am giving A.R.G.

permission to: administer emergency first aid or CPR or AED, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the A.R.G. By signing this document I am waiving any right to object to or bring any type of action or claim against A.R.G. for its administration of emergency first aid or CPR or AED, or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from the A.R.G.

7. I understand that the A.R.G. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that the A.R.G. may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by the A.R.G.
8. I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly agree and acknowledge that this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement will apply to each and every visit to A.R.G and all A.R.G. equipment rentals or activities in which I participate for a period of one year from the date of my signature below. I expressly agree that this I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with the A.R.G.
9. In the event I file a lawsuit against the A.R.G., I agree to do so solely in the Third Judicial District of the State of Alaska, 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 killed or property is damaged during my participation in or use of A.R.G. activities or premises or facilities or rental equipment, I may be found by a court of law to have waived my right to maintain a lawsuit against A.R.G. on the basis of any claim from which I have released them herein. 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.

**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: _____ **Printed Name:** _____
Address: _____
City: _____ **State:** _____
Country: _____ **Postal Code:** _____ **Phone #:** _____ **Date:** _____

Parents or Guardians Signature (Must be completed for participants under 18 years of age)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that the A.R.G. relies to its detriment on this representation and would not allow the minor child to use its facilities or rental equipment or participate in its programs or activities without this representation.

Parent Signature: _____ **Printed Name:** _____
Parent Signature: _____ **Printed Name:** _____
Address: _____
City: _____ **State:** _____
Country: _____ **Postal Code:** _____ **Phone #:** _____ **Date:** _____

Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age)

In consideration of _____ (print minor's name) ("Minor") being permitted by A.R.G. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless A.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 Signature: _____ **Printed Name:** _____
Parent Signature: _____ **Printed Name:** _____
Date: _____

1/05/05