



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

In consideration of the services of Center of Gravity Rock Gym, their agents, owners, officers, volunteers, participants, employees and all other person or entities acting in any capacity on their behalf (hereinafter collectively referred to as "COG"), I hereby agree to release, indemnify, and discharge COG, on behalf of myself; my children, my parents, me heirs assigns, personal representatives and estate as follows:

I acknowledge that my participation in rock climbing at an indoor artificial rock climbing wall entails known and unanticipated risk that could result in physical or emotional injury, paralysis, death, or damage to myself, 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, BUT ARE NOT LIMITED TO:** 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 other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or personal negligence. Furthermore, COG employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness level or abilities and/or human error may occur. \_\_\_\_\_ **(initial)**

I expressly agree and promise to accept and assume all the risk existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks. \_\_\_\_\_ **(initial)**

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless COG 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 COG's equipment or facilities, including any such claims which allege negligent acts or omissions of COG. \_\_\_\_\_ **(initial)**

Should COG 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. \_\_\_\_\_ **(initial)**

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 to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. \_\_\_\_\_ **(initial)**

In the event that I file a lawsuit against COG, I agree to do so solely in the State of Texas, and I further agree that substantive law of that state shall apply in that action without regard to the conflict of law or rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. \_\_\_\_\_ **(initial)**

I will comply and follow all Rules, Regulations and Instructions, verbal or otherwise, and have a duty to inquire or further clarify any and all Rules, Regulations and Instructions if I do not fully understand or am unsure. \_\_\_\_\_ **(initial)**

I will not participate in ANY activity, use any equipment or participate in any other capacity on the grounds of COG while under the influence of drugs, alcohol or any manner of impairment. \_\_\_\_\_ **(initial)**

I am responsible for the care and maintenance of any and all personal equipment while in use at COG regardless of where or from whom I may have acquired said equipment. \_\_\_\_\_ **(initial)**

I understand, acknowledge and agree that any equipment or gear rented or borrowed from COG is used at my own risk and will not hold COG liable for any harm, loss, damage, personal injury or death resulting from the use and/or participation in activities or events of COG facilities, or equipment. \_\_\_\_\_ **(initial)**

**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 COG on the basis of any claim from which I have released herein. \_\_\_\_\_ (initial)**

Participant's Information: Printed Name: \_\_\_\_\_

Today's Date: (MM) \_\_\_\_\_ / (DD) \_\_\_\_\_ / (YYYY) \_\_\_\_\_ Signature: \_\_\_\_\_

If under 18 years of age, signature of parent or legal guardian, indicate name and relationship:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_