

PARTICIPATION AGREEMENT

(Including assumption of risks and agreements of release and indemnity)

Please read this document carefully. It must be signed by all adult (eighteen years and older) participants in the amusements and activities offered by the gyms identified below (the “gym” or “gyms”). If the participant is a minor, at least one parent or legal guardian (parent and guardian being referred to in this document as “parent”) must sign, as evidence of his/her agreement to the terms and conditions of this Participation Agreement (this “Agreement”), for themselves and on behalf of the minor participant. “Participants” as used in this Agreement refers to persons engaged in the activities, non-staff members observing or assisting the activities, and persons otherwise on the premises of the gym or other activity site whose agreement to the terms of this Agreement is required by management of the gym.

Participant’s Name: _____ Birth Date _____

Full address: _____

Telephone _____ Cell _____ Other _____

Email Address (optional) _____

Emergency Contact: _____ Telephone _____

In consideration of being allowed to participate in the amusements and activities offered by the gyms I, an adult Participant, or parent of a minor Participant (for myself and on behalf of that minor Participant), acknowledge and agree as follows:

This Agreement applies to activities offered by all entities or companies that own or operate gyms and climbing under the “Central Rock Gym” name, at any of their locations, including, but not limited to, outdoor climbing sites on public land. No gym is responsible for the acts or omissions of or at another gym, and disputes, if any, must be resolved only with the gym at which, or on whose remote climbing event, an alleged loss or injury occurs.

Activities and Risks

Activities and amusements offered by the gyms include, but not exclusively: rock climbing, at the gyms and at remote outdoor locations, including bouldering, top roping, lead climbing and speed climbing; transportation to remote climbing sites and walking (including street crossings, to nearby second locations of certain of the gyms); slack lining; dry tooling; rope climbing; use of fitness equipment, use of weight rooms, classes in climbing, yoga, zumba, tabata, foam rollers, campus board, pilates, spinning, and strength and conditioning; rope swings, crate stacking, dodgeball, NERF guns, food services and simply moving about the gym and remote climbing sites.

Participants share the responsibility for managing the risks of the activities, supervised or not, including not participating in an activity for which they feel they are not qualified or which includes harmful conditions. Participants must follow all gym policies, rules, and regulations at all times. I acknowledge that gym staff is, and has been, available, to answer any questions about the nature and physical demands of the activities and their associated risks. If I am a parent of a participating minor, I have explained these responsibilities to my minor child or ward.

Risks of the gym activities include, among others, the following: (1) misuse of the climbing walls, equipment or facilities; (2) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including climbing walls, ropes, flooring and other surfaces; (3) failure of the facilities, climbing walls, holds, harnesses, auto belays and exercise, fitness and other equipment; (4) mental or physical health problems of participants and others; (5) lack of training and conditioning; (6) carelessness and misjudgments, including negligence, of participants and gym staff, by improperly belaying and otherwise failing to follow proper procedures, instructions and operating policies; (7) injuries associated with activities in and about the outdoors, including hiking over sometimes uneven terrain, falling timber and rocks, harmful plants and animals and the forces of nature; (8) camping activities, including the use of cooking stoves and moving about the campsite; (9) accidents and illnesses, including allergic reactions, occurring in remote places where emergency medical care may be significantly delayed; and 10) accidents while being transported to remote sites or walking to nearby gym sites.

These and other risks are inherent in the activities of the gym; that is, without them, the activity would lose its value and appeal and vigorous participation would be discouraged. These and other risks can result in losses to participants, including property damage, bodily injury, permanent disability, paralysis, and even death.

Assumption of Risks

If I am an adult Participant or parent, I hereby acknowledge the risks described above and their inherency, and that other risks, known and unknown, inherent and otherwise, may be encountered. I expressly accept and assume all the risks, known and unknown, inherent or not, and whether or not described above, of enrolment or participation in an amusement or activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites. If I am the parent of a minor Participant, I have discussed the activities, responsibilities and risks with the minor child who understands and accepts them, and I, to the fullest extent permitted by law, accept them on behalf of such minor child.



