

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 Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address			
City	State	Postal	Country
Home Phone	Work Phone	Cell Phone	
Email Address			
Emergency Contact		Emergency Phone	

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 (some of which is top out bouldering), top roping, lead climbing, auto belay and speed climbing; transportation to remote climbing sites and walking (including street crossings to the gym, or to nearby second locations of certain of the gyms); slack lining; dry tooling; rope climbing; rappelling; use of fitness and climbing training equipment; use of weights; climbing classes; yoga and other fitness classes including but not limited to spinning, HIIT, strength and core training, campus board training; all group activities in the gym including but not limited to, rope swings, crate stacking, dodgeball, NERF guns; food services; sauna, simply moving about the gym and remote climbing sites; and activities related to the above.

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.

Rock climbing and associated gym activities are inherently dangerous and injury or death can occur even if all parties exercise due care and no equipment fails or is misused.

Certain specific risks of the gym activities include, without limitation: (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, volumes, holds, ropes, equipment (including dropped equipment during route setting or otherwise), 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) transmission of infectious disease, whether related to the novel coronavirus SARS-CoV-2, (which causes the disease COVID-19) or other pandemics, epidemics, disease outbreaks, public health emergencies or otherwise; (6) lack of training and conditioning; (7) carelessness, inattention and misjudgments, including negligence, of Participants and gym staff, by improperly belaying, improperly tying in to the harness, improperly using or attaching to an auto belay and otherwise failing to follow proper procedures, instructions and operating policies; (8) 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; (9) camping activities, including the use of cooking stoves and moving about the campsite; (10) accidents and illnesses, including allergic reactions, occurring in remote places where emergency medical care may be significantly delayed; and (11) accidents while being transported to remote sites or walking to nearby gym sites. This list is illustrative only and does not contain all the relevant risks a Participant will assume; however, two important points bear emphasis:

Participant is fully responsible for his/her own expertise

While the gym offers orientation and training for all types of indoor climbing, Participants bear the responsibility for duly seeking out and completing the appropriate initial orientation and training courses before engaging in any such activities. Participants also agree to seek out and complete any retraining or refresher courses should they consider it necessary at any time.

Participant understands that floor padding cannot eliminate risk

Participant agrees that the installed bouldering and roped climbing floor padding can only partially mitigate and not eliminate the risk of serious injury or death resulting from a fall.

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, emotional 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.

Release and Indemnity

I, an adult Participant or parent (parent agreeing for himself or herself and on behalf of a minor child or ward who is a Participant), to the maximum extent allowed by law hereby agree to release and discharge each and every entity or company that owns and/or operates gyms and climbing centers under the “Central Rock Gym” name and their respective owners, officers, employees, agents, representatives, successors and assigns (collectively, “Released Parties”) from all claims, liabilities, damages and losses asserted by or on behalf of me or the minor Participant in any way arising from or connected with my, or the minor’s, enrollment or participation in an activity of or related to 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. I understand that in signing this Agreement, I surrender my, and the child’s, right to make a claim or file a lawsuit against a Released Party for personal injury, property damage, wrongful death, products liability or under any other theory, to the maximum extent allowed by law.

I further agree to hold harmless and indemnify (that is, defend and either pay or reimburse) the gym and the other Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys’ fees) resulting from 1) a claim brought by a co-Participant, rescuer or any other person for loss or damage caused by my, or the minor Participant’s, acts or omissions; and 2) a claim brought by any member of my or my minor child’s family in any way arising out of my or the minor’s enrollment or participation in an activity of or related to 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.

These agreements of release and indemnity include loss, damage or expense claimed to have been caused in whole or in part by the negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.

Additional Provisions

If I am an adult Participant or parent, I acknowledge and agree to the following additional provisions:

Medical: The gyms do not have medical personnel or treatment available to Participants or visitors. I hereby authorize and grant permission to the gym to secure emergency medical treatment for me or, if my minor child or ward is the Participant, for the child. Neither I nor the child has any emotional or physical condition which would cause me, him or her to be a danger to ourselves or to others. I am, or the child is, covered by medical health insurance sufficient to provide for any medical costs that may be incurred, and in any event I agree to be responsible for such costs. I, for myself and my child, agree (i) to any pre-entry medical testing that may be implemented before access to the gym, whether in connection with re-opening after the COVID-19 pandemic or otherwise, (ii) to the collection and retention by the gym of any personal data reasonably required by such testing and (iii) that the gym may share information with public health authorities (such as The Centers for Disease Control and Prevention or state or local health departments) in connection with any contagious disease infection tracking and tracing or similar exercise.

Media Release: I consent to the reproduction and use by the gym of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes in any and all media now existing or hereafter developed. I release the gym and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

Dispute Resolution: I, for myself and for the child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor child and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. I agree that the interpretation of this Agreement and that any dispute between a Released Party and a Participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the Commonwealth of Massachusetts. Any mediation or arbitration shall take place in that state or commonwealth, and in the county in which the gym is located or in the next nearest county in which a court of competent jurisdiction is located.

This Agreement, which consists of this and the previous pages, will apply to my, and the child’s (if applicable), participation in activities at all the gyms identified above, for the current and for all future visits, until cancelled in writing by me or until it expires pursuant to the provisions of applicable law.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my minor child or ward who is a Participant, and my, or the child’s, family, heirs, executors, administrators and representatives. I agree that the terms of this Agreement are to be as broad and inclusive as is permitted by applicable law and that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect.

Signature of Participant [_____]
(18 years and older must sign)
Participant Name _____
Date _____

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Agreement, including, without limitation, the Release and Indemnity section set forth above.

Signature of Parent(s) [_____]
(or Legal Court Appointed Guardian)
Parent/Guardian Name _____
Date _____