

Rock Steady Management, LLC dba Climbmax Climbing Gym
Participant Agreement

*This Assumption of Risk, Release and Waiver of Liability agreement is a binding legal document
This Agreement remains enforceable until cancelled or modified by written agreement. Please read carefully.*

Participant's Name (please print): _____ **Date:** _____

Emergency Contact Name: _____ **Phone:** _____

I **HEREBY ACKNOWLEDGE AND AGREE** that I am familiar with the many and various risks of the sport of rock climbing, including the many risks involved in climbing at a gym and climbing outdoors on natural rock or a portable climbing wall. I am fully aware that climbing, including climbing at Climbmax Climbing Gym and climbing outdoors is inherently dangerous and can result in all manner of physical injury and damage, including death. All parties shall hold harmless Rock Steady Management, LLC, DBA Climbmax Climbing Gym and all of its affiliates of any and all liability.

- The risks involved in climbing or otherwise being at Climbmax Climbing Gym include, but are not limited to:
- All manner of injury resulting from falling off the climbing wall and hitting the floor, rock faces and projections whether permanently or temporarily in place.
- Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to, climbing, belaying, lowering on a rope, and any other rope techniques.
- Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, and dropped or broken holds.
- Cuts and abrasions resulting from skin contact with the climbing wall.
- Failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or any part of the climbing wall structure.

I fully and completely acknowledge that the above lists and descriptions is not inclusive of the possible risk associated with my use of Climbmax Climbing Gym and that the above list in no way limits the extent or scope of the assumption of risk, release of liability, and agreement not to sue by signing this Agreement.

I further agree and acknowledge that I am responsible for checking and maintaining the safety and good condition of all personal gear or equipment that I may use while at Climbmax Climbing Gym, regardless of where or from whom I may have obtained such items and that I use all such equipment at my own risk.

Statement as to Health and Condition

I expressly state that I am in good health and that I have no physical limitations that would preclude my safe use of the climbing facilities at Climbmax Climbing Gym.

Assumption of Risk, Release of Liability, and Agreement Not to Sue

In consideration of being permitted to climb and use the facilities and simply be on the premises at Climbmax Climbing Gym and engage in activities connected with such climbing, as well as being permitted to participate in any program of or event at Climbmax Climbing Gym, or being permitted to participate in any program or event connected with Climbmax Climbing Gym, I **HEREBY AGREE ON BEHALF OF MYSELF, MY SUCCESSORS, ASSIGNS, HEIRS, SURVIVORS, REPRESENTATIVES, EXECUTORS, AND ADMINISTRATORS, TO ASSUME ALL RISK, AND WAIVE, RELEASE, AND DISCHARGE FOREVER CLIMBMAX, LLC, an Arizona limited liability company, D/B/A CLIMBMAX CLIMBING GYM, ITS LANDLORD, ITS MEMBERS, EMPLOYEES, MANAGERS, AFFILIATES, OR AGENTS, OR OTHER CLIMBERS/PARTICIPANTS AT OR VISITORS TO CLIMBMAX CLIMBING GYM, FROM ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, ACTIONS, LAWSUITS, OR JUDGMENTS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION IN LAW OR IN EQUITY FOR NEGLIGENCE, BREACH OF WARRANTY, STRICT TORT LIABILITY, OR OTHER LEGAL THEORY, FOR ANY INJURY, DEATH AND/OR OTHER DAMAGES.** Further, I hereby agree to indemnify, defend, and save harmless CLIMBMAX LLC, D/B/A CLIMBMAX CLIMBING GYM, ITS LANDLORD, ITS MEMBERS, EMPLOYEES, MANAGERS, AFFILIATES, OR AGENTS, from any and all claims, demands causes of action, actions, lawsuits, or judgments of any kind whatsoever arising out of or in any way related to my presence at or use of the CLIMBMAX CLIMBING GYM facilities, including but not limited to climbing and related programs and activities of Rock Steady Management, LLC, DBA Climbmax Climbing Gym whether or not such programs and activities are conducted at CLIMBMAX CLIMBING GYM.

Rock Steady Management, LLC, DBA Climbmax Climbing Gym instructs using methods consistent with industry standards regarding safety. Any methods used other than those taught by Rock Steady Management, LLC, DBA Climbmax Climbing Gym are discouraged and at the sole discretion, risk and responsibility of the participant.

I understand it is my responsibility to review and comply with all rules and regulations promulgated by Rock Steady Management, LLC, DBA Climbmax Climbing Gym. If I have any questions, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Rock Steady Management, LLC, DBA Climbmax Climbing Gym employee. I agree not to participate under the influence of drugs or alcohol. I also understand that it is my responsibility to keep myself informed of any and all changes to the rules or changes to this waiver or gym.

I release Rock Steady Management, LLC, DBA Climbmax Climbing Gym from any claim whatsoever on account of first aid, treatment or service rendered me during my participation in the use of the climbing wall, equipment and related facilities.

I grant Rock Steady Management, LLC, DBA Climbmax Climbing Gym permission to use my photographs, video images and/or quotes in any Climbmax, LLC publicity pieces. Publicity pieces include (but are not limited to) news releases, videos, publications, displays, newsletters, brochures and web use. All proprietary rights to the aforementioned media belong exclusively to Rock Steady Management, LLC, DBA Climbmax Climbing Gym.

I STATE THAT I HAVE READ THIS PARTICIPANT AGREEMENT NOT TO SUE AND THAT I FULLY UNDERSTAND ITS TERMS AND AGREE THAT BY SIGNING THIS AGREEMENT I AM WAIVING RIGHT TO SUE AND THAT I WILL BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH, OR DAMAGE, THAT I OR PARTICIPANT MAY SUSTAIN AT CLIMBMAX CLIMBING GYM OR OTHERWISE IN CONNECTION WITH ROCK STEADY MANAGEMENT, LLC, DBA CLIMBMAX CLIMBING GYM PROGRAMS AND ACTIVITIES.

Participant's Name (Please Print): _____

Participant's Signature: _____

Date of birth: _____

Participant's address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone (home): _____ **(work):** _____

Email: _____

Note: We do not sell or release customer information.

IF PARTICIPANT IS UNDER THE AGE OF 18 YEARS OLD, PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST CONSENT: I, as parent or legal guardian of the above participant and any additional participants listed below under the age of 18 years, having the legal right to do so, hereby give my consent to the terms and conditions set forth above in this release form, and I further release Rock Steady Management, LLC, DBA Climbmax Climbing Gym, its members, employees, managers, affiliates, or agents, or other climber/participants at or visitors to Climbmax Climbing Gym, as hereinabove set forth, for and on behalf of said named participant(s).

Parent/Legal guardian

Print name

Signature

Phone number: _____ Date _____

Please list additional participants/minors that are to be covered:

Name _____ Date of birth _____

Name _____ Date of birth _____

Name _____ Date of birth _____

Name _____ Date of birth _____

Name _____ Date of birth _____

Name _____ Date of birth _____

How did you hear about us?

___ Web ___ Billboard Truck Member - Who: _____

___ Party ___ Other (explain): _____

What are your other hobbies?

For Staff Use Only

___ Belay Certified

Boulder Only

Employee: _____