



# Sanctuary Rock Gym

## ASSUMPTION of RISK and RELEASE of LIABILITY

In consideration of the services of Sanctuary Rock Gym, its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SRG"), I hereby agree to release and discharge SRG, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any of SRG's services or facilities at this location, or any off-site locations, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. The risks include, among others: falling to the ground, falling on another participant, being fallen on by another participant, equipment failure, loose or damaged holds, ropes, belay devices, carabiners, belay bars, abrasions from the walls, ropes, pads, or the floor, climbing out of control or beyond one's own limits, as well as the negligence of other climbers, Belayers, third parties and SRG.
2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of SRG. My participation in these activities is purely voluntary, and I elect to participate in these activities in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SRG 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 SRG's equipment or facilities, including any such claims which I, my children, parents, heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of SRG. I UNDERSTAND THAT THIS RELEASE INCLUDES ALL CLAIMS AGAINST SRG ARISING FROM IT'S ORDINARY NEGLIGENCE, BUT DOES NOT INCLUDE CLAIMS ARISING FROM SRG'S ALLEGED GROSS NEGLIGENCE.
4. Should SRG or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
5. 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 myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Assumption of Risk and Release of Liability will be governed by the substantive law of California, without regard to its conflict of law rules.
7. I agree to abide by the rules of the facility.

**OUTDOOR GUIDED CLIENTS** – I agree to bear the costs and assume responsibility for the risks inherent in outdoor climbing and any injuries that may result. I have been advised of the dangers of climbing outdoors, including, but not limited to: falling objects, equipment failure and weather. I understand that all precautions have been taken to insure safety and that there are many unforeseen variables associated with climbing outdoors and agree to assume all responsibility for any injury related to those variables. I further agree in signing this waiver to indemnify SRG and its guides from any loss or cost associated with climbing outdoors. INITIALS: \_\_\_\_\_

**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 SRG for any claim that I released by signing this document.**

**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.**

Adult Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MUST BE 18 OR OLDER

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Birthdate: \_\_\_\_/\_\_\_\_/\_\_\_\_ Telephone # \_\_\_\_\_ Employer/School: \_\_\_\_\_

How did you learn about Sanctuary Rock Gym? \_\_\_\_\_

### **FOR CHILDREN UNDER 18: Parents or Guardians Additional Indemnification**

In consideration of (MINORS NAME BELOW) being permitted by SRG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SRG 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.

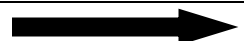
You are this child's:

1<sup>st</sup> Child Under 18 (Print Name): \_\_\_\_\_ birth date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Circle One: Parent Guardian

2<sup>nd</sup> Child Under 18 (Print Name): \_\_\_\_\_ birth date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Circle One: Parent Guardian

3<sup>rd</sup> Child Under 18 (Print Name): \_\_\_\_\_ birth date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Circle One: Parent Guardian

**Parent /Guardian Sig.:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_



# Gym/Safety Rules

Climbing or not, everyone entering the climbing area ("rubber") must first sign a release waiver.

## General Rules

- ☞ **Your Safety is your Responsibility!!** We recommend you **REMOVE** your rings and Jewelry!
- ☞ No **swinging** on ropes! No **running** or **roughhousing** allowed.
- ☞ No **throwing** of rubber flooring!
- ☞ You must be **14 or older** to be self sufficient in our Gym.
- ☞ Children under **14 years old** require Parent or Guardian supervision.
- ☞ No food or drink allowed in the rubber, except for screw top water bottles.
- ☞ No audible offensive language.
- ☞ No drugs, smoking or alcohol allowed on the premises.
- ☞ No giving of paid classes or instruction allowed.
- ☞ No spewing of unsolicited Beta.

## Chalk Bags & Chalk

- ☞ We prefer the use of Chalk Balls and you should too!
- ☞ We tolerate the use of loose chalk, but **please** try and use it cleanly.
- ☞ No rented chalk bags for children under **14 years old**.

## Climbing

- ☞ Belayers must be **14 or older** and pass a safety check in order to be certified to Belay at SRG.
- ☞ Lead climbers must pass a lead-climbing test and/or class b4 leading or belaying.
- ☞ Lead climbers must provide their own rope & belay device – No Figure 8's allowed for belaying!
- ☞ No bare feet or tennis shoes allowed on the walls. **Climbing shoes only!**
- ☞ All climbers/belayers must use a manufactured harness designed for climbing.
- ☞ SRG reserves the right to withdraw a climber's belay and/or lead certification.

## Bouldering

- ☞ No bouldering above the **Black Line** in the main climbing area.
- ☞ **CHECK YOUR LANDING!** Do not climb above or below other climbers. Spotters are recommended!
- ☞ You must be **14 or older** to use the top out section of the boulder.

**Sanctuary Rock Gym and its employees reserve the right to deny facility access to anyone for any act deemed inappropriate or unsafe. Individuals not complying with all gym rules will immediately be asked to leave the facility.**

**I have read and understand the above rules and agree to abide by all of them:**

**Signature:** \_\_\_\_\_

### To be completed by SRG employee:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Staff: \_\_\_\_\_(initial) Instructor: \_\_\_\_\_(initial)

<u>Type of Use</u>	<u>Event</u>	<u>Payment</u>
Day Use \$15_____		Total _____
College/Mil./Teach/HS \$12_____	Birthday Party _____	Paid _____
Kids Day (13 and Under) \$8_____	Adult Group _____	Gift Certificate _____
Belay Slave _____	Private Party _____	
	Scouts _____	
	Other _____	
<b><u>Rental Gear</u></b>		
Full Package* \$10_____		
Shoes* \$5_____		
<b><u>Instruction</u></b>		
Harness* \$4_____	Belay Class \$5_____	Notes: _____
Chalkbag \$2_____	101 Class (\$175/\$150) _____	_____
Belay Hardware* \$5_____	Private _____	_____
Carabiner \$1_____	Other _____	_____
Auto Belay \$5_____		_____