

ALBANY'S INDOOR ROCKGYM, INC.

PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM

PARTICIPANT INFORMATION:

First name: _____ M.I. _____ Last Name: _____ Email Address: _____
Date of Birth: _____ Gender (M/F): _____ Address: _____
Phone Number: _____ Emergency Contact Number: _____

PLEASE READ CAREFULLY BEFORE SIGNING: (Adult: 18 years or over)

ASSUMPTION OF RISK OF ALL ACTIVITIES

In consideration of my participation in the activities of rock climbing, rappelling, belaying, descending, ascending, bouldering, caving, and/or zip line, rope courses, experiential education (defined herein as "**Rock Climbing Activities**") and any and all related athletic endeavors sponsored by the Albany's Indoor Rockgym, Inc., ("**The Rockgym**") at its facility, located at 4C Vatrano Road, Albany, New York or during Rockgym sponsored events, camps and courses away from its facility,

I, _____,

- 1) am a participant in the Rock Climbing Activities; (**Initial here** _____) and,
- 2) know and understand the risks of any athletic endeavor and the risks associated with Rock Climbing Activities which include but are not limited to: falling off the climbing walls, cliffs, ledges, rocks, boulders, caves, ropes, lines and other obstacles; being struck by people and objects falling off and/or descending off of the climbing walls, cliffs, ledges, rocks, boulders, caves, ropes, lines, or other obstacles; the failure and/or malfunction of climbing equipment and/or line equipment including but not limited to ropes, lines, slings, harnesses, climbing hardware and/or line hardware, anchor points, handholds, footholds and any other part of the Rockgym; and the possibility of entanglement; (**Initial here** _____) and,
- 3) agree to **assume all risks of injury** associated with Rock Climbing Activities, which risks may include, but are not limited to; lacerations, blisters, rope burns, sprains, dislocations, torn muscles and/or ligaments, head, neck, or spinal injuries, broken bones, eye damage, brain injury, paralysis or death; (**Initial here** _____) and,
- 4) declare that I am physically fit and able and mentally capable to participate in the Rock Climbing Activities and that I will heed all safety instructions and Rules of the Rockgym and hereby acknowledge that I have read the Rules of the Rockgym as posted on the wall of the Rockgym and have any questions about them answered to my satisfaction; (**Initial here** _____) and,
- 5) agree to assume the risks of accident and illness including animal bite or attack, insect bite or allergic reactions; (**Initial here** _____) and,
- 6) agree to the ability to follow directions as a climber and/or belayer, (**Initial here** _____) and,
- 7) agree that the Rockgym, its manager, officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns and volunteers, cannot be expected to control all possible risks but may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my attendance with the understanding that the costs of any such treatment will be my responsibility. I either have appropriate insurance or in its absence agree to pay all costs of rescue or medical services. The Rockgym does not carry medical or accidental insurance for the activities mentioned. As such, participants should review their personal insurance portfolio accordingly, (**Initial here** _____).

I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE OF ALL RISKS OF INJURY ASSOCIATED WITH THE ROCK CLIMBING ACTIVITIES AND I **ASSUME THE RISKS** OF PARTICIPATING WILLINGLY AND VOLUNTARILY IN THE ACTIVITIES AND TAKE FULL RESPONSIBILITY FOR MY ACTIONS AND INACTIONS AND ATTEST TO SAME BY MY SIGNATURE BELOW:

_____ Date

_____ Signature of Participant

_____ Print Name of Participant

PLEASE READ CAREFULLY BEFORE SIGNING:

(ADULT - 18 years of age or over)

PARTICIPANT WAIVER AND HOLD HARMLESS AGREEMENT

In consideration of my participation in rock climbing, rappelling, caving, ropes courses, experiential education and any related activities at, within and/or sponsored by the Rockgym, on my own and/or my child or ward's behalf, and on behalf of my and/or my child or ward's heirs, executors, administrators and next of kin. I hereby expressly and knowingly release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in the activity of rock climbing and any related activities at, within and/or sponsored by the Rockgym. I further voluntarily and knowingly agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements up through and including any appeal, which may arise out of my participation in the Rock Climbing Activities at, within and/or sponsored by the Rockgym. I further understand that this release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage and loss by theft or otherwise suffered by me, either before, during or after such participation. For the purposes hereof, the **"Released Parties"** are Albany's Indoor Rockgym, Inc., its manager, officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns and volunteers, and if applicable, any event sponsors and each of their respective parent, subsidiary, affiliated or related companies.

This **Participant Agreement, Waiver and Release Form** shall be governed by the laws of the State of New York, and any legal action relating to or arising out of this Participant Agreement, Waiver and Release Form shall be commenced exclusively in the Supreme Court of the State of New York in and for the County of Albany, (or if such Supreme Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction). This agreement may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidence by the terms of this Agreement.

I have read the Participant Waiver and Hold Harmless Agreement and do willingly signify my agreement for the consideration expressed and with a full understanding of its purpose by signing below. I represent that I am eighteen (18) years of age or older and am otherwise competent to execute this agreement. **This agreement is effective upon the signature of the participant and shall remain fully in effect until it is canceled or modified by written agreement of Albany's Indoor Rockgym, Inc..**

_____ Date

_____ Signature of Participant (if over 18)

_____ Print Name of Participant (if 18 or over)

HOW DID YOU HEAR ABOUT US! _____