

STONEHENGE INDOOR ROCK CLIMBING GYM
PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Stonehenge, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge Stonehenge, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: falling off the wall, loose and or damaged artificial holds, rented equipment failure, falling to the ground on other users, or being fallen on by other users, abrasions from the walls, ropes, pads, or the floor, equipment failure, belay and or belayer failure, climbing out of control or beyond ones personal limits, negligence of other climbers, visitors, participants, or other persons who may be present, musculoskeletal injuries and or over training, head injuries, or my own negligence. Furthermore, Stonehenge employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Stonehenge 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 Stonehenge's equipment or facilities, including any such claims which allege negligent acts or omissions of Stonehenge.
4. Should Stonehenge or anyone acting on their behalf, be required to incur attorney's 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 such condition.
6. In the event that I file a lawsuit against Stonehenge, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property 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 Stonehenge on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by it's terms.

PARTICIPANT SIGNATURE _____ **PRINT NAME** _____

ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____

PHONE # _____ **BIRTHDATE** _____ **DATE** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Stonehenge to participate in it's activities and to use it's equipment and facilities, I further agree to indemnify and hold harmless Stonehenge 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.

Parent or Guardian _____ Print Name _____ Date _____