

## **INTRODUCTION**

*Please read this Acknowledgment and Assumption of Risks and Release and Indemnity Agreement (the "Document"), including Introduction and Conclusion carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.*

*Parent(s) or Legal Guardian(s) (hereafter collectively "parent(s)") of any participating minor (hereafter sometimes "minor" or "child") shall sign this Agreement. Participating minors (those under the age of 18) shall also sign. "I," "me" or other first person references shall include both the parent and the minor, unless the context requires otherwise. References to "participant" include minor and adult participants.*

In consideration of the services of the Adventures Unlimited Climbing Gym, its agents, owners, officers, employees, representatives and all other persons or entities associated with it, **participant, including parent(s) of minor participants, agree as follows:**

### **Climbing Gym Rules**

- Peer to peer teaching is not allowed.**
- Children under 12 years old must be closely supervised by an adult at all times.**
- No running, horseplay, gymnastics, or pulling of ropes.**
- You must be certified by Adventures Unlimited staff to belay in the gym.**
- Be aware of other climbers.**

## **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

**Engaging in climbing activities at Adventures Unlimited indoor rock climbing facility involves serious risks.** These activities vary but can include bouldering, climbing, belaying, and rappelling on Adventures Unlimited's artificial climbing walls, with or without staff present. I (and my parent(s), if I am a minor) acknowledge that participating in climbing activities involves risks. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. **These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. The following describes some, but not all of those risks, hazards and dangers:**

- 1.) **Risks involved in physical activity.** Activities vary, but can include lifting, climbing, rappelling, belaying and sustained use of a participant's arms and legs.
- 2.) **Risks in decision making.** Participants must make judgments and decisions as they participate in climbing activities. So, too, Adventures Unlimited staff must make judgments and decisions as they teach climbing skills or assist participants. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in decision-making and conduct, including, without limitation, the risk that a staff member may misjudge a participant's abilities or fitness level.
- 3.) **Equipment failure or misuse.** Equipment used includes, without limitation, artificial climbing holds and anchor points, ropes, slings, harnesses, climbing shoes and climbing hardware which may be misused, or which can break, fail, or malfunction. This includes participant's personal equipment or equipment rented or borrowed from Adventures Unlimited.
- 4.) **Risks regarding conduct.** The potential that I, other participants or their parties (e.g.) belayer, rescue squad and/or medical staff may act carelessly or generally fail to exercise care.
- 5.) **Such other risks, hazards and dangers associated with rock climbing activities and the use of artificial rock climbing walls.**

**These and other risks, hazards and dangers may result in participants (for example): 1) falling partway or falling to the ground, 2) getting entangled in ropes or other equipment, 3) impacting the rock face, anchor points, or other projections, 4) colliding with or impacting objects or people. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.**

I understand that the above list is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities requires a special degree of skill and knowledge that is different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in climbing activities which have not been disclosed to Adventures Unlimited. I represent that I am fully capable of participating in these activities without causing harm to me or others and I agree to follow all Adventures Unlimited climbing rules and regulations. I acknowledge that Adventures Unlimited staff is, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of Adventures Unlimited personnel is absolutely no assurance of my safety nor does such lessen of any of these risks. **Climbing is dangerous! In both supervised and**

unsupervised activities, I acknowledge that all participants are responsible for their own safety. My participation in these activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks. Therefore, I (and my parent(s), if I am a minor) assume and accept full responsibility for those risks identified here and for those risks not identified, and for injury, damage, death or other loss suffered by me resulting from those risks, or resulting from my own negligence or other conduct.

### **RELEASE AND INDEMNITY AGREEMENT**

Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights.

Participant, if he/she is an adult, or parent(s), for themselves and on behalf of their participating minor child:

1) **Agree to release and covenant not to sue Adventures Unlimited**, with respect to all claims, liabilities, suites or expenses (including attorney's fees and costs), arising out of any injury, damage, death, or other loss to me or my child in any way connected with my/my child's enrollment or participation in Adventures Unlimited climbing activities, or use of Adventures Unlimited's climbing wall or other equipment and facilities. I understand I agree to waive all claims I may have against Adventures Unlimited climbing, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against Adventures Unlimited, as a result of any injury, damage, death or other loss suffered by me or my child;

2) **Agree to defend and indemnify** ("indemnify: meaning protect by reimbursement or payment) **Adventures Unlimited** with respect to all claims, liabilities, suits or expenses (including attorney's fees & costs):

(a) Brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in Adventures Unlimited climbing activities, or use of Adventures Unlimited's climbing wall or other equipment and facilities; and/or,

(b) Brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by me/my child's conduct in the course of participating in Adventures Unlimited activities or using Adventures Unlimited's climbing wall or other equipment and facilities.

**This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of Adventures Unlimited (but not its gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.**

### **CONCLUSION**

I agree that this Document and all other aspects of my relationship with Adventures Unlimited climbing wall are governed by Washington State Law. Further, any claim, mediation, suit, or other proceeding arising out of or relating to my enrollment or participation in Adventures Unlimited climbing activities, must be filed or entered only in the jurisdiction wherein Adventures Unlimited is situated and Washington State Law shall apply. In the event of suit being filed, I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator.

I authorize Adventures Unlimited staff to obtain or provide medical care to the best of their trained abilities for me/my child or to transport me/ my child to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my child's health. I agree that Adventures Unlimited has no responsibility for medical care provided to me/my child and I agree to pay all costs associated with such medical care and transportation.

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

**I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself and my family and my heirs, executors, representatives and estate.**

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.

**Signature of Participant  
(18 years and older  
must sign)**

\_\_\_\_\_

**Participant Name**

\_\_\_\_\_

**Date**

\_\_\_\_\_

Parent(s) or Court-Appointed Legal Guardian(s) must sign below for any \_\_\_\_\_  
\_\_\_\_\_ and agree that they and the minor are subject to all the terms of  
this document, as set forth above.

Signature of Parent(s)  
(or Legal Court Appointed  
Guardian)

\_\_\_\_\_

Parent/Guardian Name

\_\_\_\_\_

Date

**Emergency Contact:** In the event of an emergency JBLM ICW staff will contact Madigan AMC and arrange transportation and care. JBLM ICW staff will attempt to make contact with Emergency Contact below.

Name

\_\_\_\_\_

Relation

\_\_\_\_\_

Phone Number

\_\_\_\_\_