

ADULT

**PARTICIPANT AGREEMENT LIABILITY WAIVER, RELEASE,
AND ASSUMPTION OF RISK**

Vertex Climbing Center

3358a Coffey Lane, Santa Rosa, Ca. 95403 (707) 573-1608

In consideration of the services of Ascent Climbing Center, Inc. dba Vertex Climbing Center, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "VCC"), I hereby agree to release, indemnify, and discharge VCC, on behalf of myself, my children, my parents, assigns, personal representative and estate as follows:

1. I acknowledge that activities at Vertex entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: falling off the wall climbing walls; loose and/or damaged artificial holds; rented equipment failure; falling to the ground; falling 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; tripping on climbing pads or ropes, climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; tripping or falling off the balance course, strains from weight equipment, falling weight equipment, musculoskeletal injuries and/or over training; head injuries; or my own negligence or the negligence of others.

Furthermore, VCC employees have difficult jobs to perform. They seek safety but are not infallible. They might be unaware of 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 VCC 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 VCC's equipment or facilities, **including any such Claims which allege negligent acts or omissions of VCC.**

4. Should VCC 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 them 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 price of injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against VCC, 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 without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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 VCC 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 I agree to be bound by its terms.

Print Name: _____ Phone: _____

Address: _____

Signature: _____ Date: _____ DOB: _____