STONE AGE CLIMBING GYM - ALBUQUERQUE, NM
PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **Stone Age Climbing Gym, Inc**., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting on their behalf (hereinafter collectively referred to as "Stone Age"), I hereby agree to release and discharge Stone Age, 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 can result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: falling off the wall; loose or damaged artificial holds; rented equipment failure; falling to the ground, falling on others, or being fallen on by others; fixed equipment failure; belay failure or an inattentive belayer; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; head injuries; or my own negligence. I agree to pay attention to the state of the ropes and anchors in the gym and to advise gym staff if I do any damage or notice any damage. I accept responsibility for the care and condition of my equipment, including but not limited to harnesses and ropes.

Furthermore, Stone Age 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 recognize the inherent dangers with climbing activities and acknowledge that **Stone Age provides helmets, upon request**, **free of charge to all customers.** I understand that I have been offered a protective safety helmet, which can help prevent head or neck injury or permanent brain damage in the event of an accident. If I choose not to wear a helmet while climbing I understand that I am assuming all hazards of risks upon myself.

3. I expressly agree and promise to accept and assume all of the risks existing in the activity, including but not limited to unanticipated or unforeseeable risks. My participation in this activity is purely voluntary, and I elect to participate in spite of all the risks.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Stone Age 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 Stone Age's equipment or facilities, **including any such Claims which allege negligent acts or omissions of Stone Age.**

5. Should Stone Age, or anyone acting in their behalf, be required to incur attorney's fees and costs to reinforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. If I file a lawsuit against Stone Age, it shall be filed in the State of NM and the substantive law of NM shall be applied, without regard to conflict of law rules of that state. I also understand that this contract is severable; in other words, if any part of it is held by a court of law to be unenforceable, the remaining portions shall remain in full force and effect.

7. 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 am willing to assume the risk of any medical or physical condition I may have.

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 Stone Age 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 understand it, and I agree to be bound by its terms.

Signature of Participant: _____ **Date:** _____

Print Name: _____

↓↓ Complete if Participant is UNDER 18 ↓↓
Parent's or Guardian's Additional Indemnification

In consideration of _____ (**print minor's name**), hereinafter "Minor", being permitted by Stone Age to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Stone Age 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's or Legal Guardian's Signature: _____

Print Name: _____ **Date:** _____

Home Phone: _____ **Alternate Phone:** _____

Employee _____

PARTICIPANT PROFILE

Date: _____

Last Name: _____ First Name: _____ Middle Name: _____

Male ☐ Female ☐ Phone: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Date of Birth: _____

Email address: _____ Opt in to stay informed with special events, and sales.

Emergency Contact - Last Name: _____ First _____ Relation: _____

Best Phone: _____ Alt. Phone: _____

GYM RULES

- All visitors must **Read and Sign a Liability Waiver** or be escorted by gym staff
- Children under 14 years of age must have adult supervision.
- You must pass a safety check or receive training before climbing
- The minimum age for belaying or using the auto belays without adult supervision is 14
- No headphones while climbing or belaying
- Customers are not allowed to teach belay skills – all safety instruction must be done by gym staff
- No climbing or belaying while under the influence of drugs or alcohol
- Falls while bouldering (Climbing without a rope safety system) are the most common cause of injuries in the gym. Get a spotter!
- The entire gym is a fall zone – watch for falling climbers
- No bouldering above the hand prints
- Self belays and mock leading are not allowed
- You must tie directly into your harness with a figure 8 follow through knot unless using self-locking belay systems
- You must use a modern commercially manufactured harness
- No toproping on single bolts or skipping bolts above the bouldering line when lead climbing
- No food or drinks in the gym, plastic water bottles are ok
- All chalk must be contained in a spill resistant container

I have read, understand and agree to follow these rules.

Participant's Signature _____ Date _____

For Employee use Only

Brief description of the climber's experience:

Failed Tests:

Date _____ Employee _____ Test/Reason _____

CHECKLIST FOR FIXED/AUTO BELAY

Release of liability signed _____
Review of climbing gym rules _____
Demonstrate proper harness fit and use _____
Review autobelay use _____
Safety check with partner _____
Display proper belay technique _____
Catch a fall _____
Transition from climbing to lowering _____

CHECKLIST FOR LEAD BELAY

Proper stance/ Flake rope _____
Rope management & proper amount of slack _____
Brake technique _____
Catch a fall _____

Tested By: _____ Date:_____

CHECKLIST FOR TOPROPE BELAY

Double back harness and good fit _____
Display proper tie in w/figure 8 _____
Display proper belay technique _____
Use proper belay commands _____
Catch a fall _____

Tested By: _____ Date:_____

CHECKLIST FOR LEAD CLIMBING

Review of back-clipping ____
Review of Z-clipping ____
Stable clipping stance and efficient clips ____
Rope awareness ____
Take a fall ____

Tested By: _____ Date:_____

Employee _____