

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

In consideration of my use 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 ("Stone Age"), I agree to release and discharge Stone Age, on behalf of myself, my children, parents, heirs, assigns, personal representative, and estate:

1. **I acknowledge that climbing on an artificial climbing wall entails inherent known and unknown risks and dangers**, which can result in physical or emotional injury, paralysis, death, or damage to myself, property, or others. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, but are not limited to:** falls, falling to the ground or mat, falling on others, or being fallen upon by others; loose or damaged artificial holds; equipment failure; belay failure; inattentive belayer; incorrect use of the auto-belay system; climbing out of control or beyond personal limits; negligence of others; inadequate warnings or instructions by Stone Age employees; or my own negligence. I agree to pay attention to the ropes and anchors in the gym and to advise gym staff if I cause damage or notice any damage. I accept responsibility for the care and condition of my equipment, including but not limited to harnesses and ropes. I acknowledge that padded landing surfaces at Stone Age may not prevent injury from falls, including fractured or broken bones and that these pads may be unstable and/or uneven. I acknowledge that participating in activities offered by Stone Age, including exercise classes and use of fitness equipment, entail known and unknown risks which can result in injury to myself, property, or others.

2. I acknowledge that **Stone Age provides safety helmets free of charge to all customers** which can help prevent head or neck injury or permanent brain damage in the event of an accident. I understand that if I choose not to wear a helmet, I may be increasing the risk of the activity in which I am participating.

3. **I expressly agree and promise to accept and assume all of the risks existing in the activities offered by Stone Age**, including but not limited to unknown, 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 voluntarily and forever release, discharge, and agree to hold harmless and indemnify 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 claims alleging negligence** of Stone Age.

5. Should Stone Age, or anyone acting in their behalf, incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs, damages, judgments, and settlements.

6. If I file a lawsuit against Stone Age, it must be filed in the Second Judicial District of New Mexico. New Mexico law governs this Agreement. This Agreement is severable: if any part is unenforceable, the remainder is in force and effect.

7. I have insurance to cover any injury or damage I may cause or suffer while participating in the activities offered at Stone Age, or I will bear the costs of injury or damage myself. I am willing to assume the risk of any medical or physical condition I may have.

By signing this agreement, I acknowledge that it is legally binding and I am waiving my legal rights. I have had the opportunity to read the entire document and ask questions. I have read and understand the agreement, and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Print Name: _____ DOB: _____

Complete if Participant is UNDER 18: Parent's or Legal Guardian's Additional Release and Indemnification

In consideration of Stone Age's permitting _____ (minor's name) ("Minor") to participate in activities and to use equipment and facilities, I agree to each clause in this Agreement and to indemnify and hold harmless Stone Age from any and all claims which are brought by or on behalf of Minor alleging negligence of Stone Age.

Parent's or Legal Guardian's Signature: _____

Print Name: _____ Date: _____

Home Phone: _____ Alternate Phone: _____

PARTICIPANT PROFILE

Last Name: _____ **First Name:** _____ **Middle Name:** _____
Street Address: _____
Zip Code: _____ **City:** _____ **State:** _____
Cell Phone: _____ **Home Phone:** _____ **Work Phone:** _____
Date of Birth: _____
Email address: _____ **Opt me out of your email list, please:**
Emergency Contact Name: _____ **Emergency Phone:** _____

GYM RULES

- All visitors must read and sign a liability waiver or be escorted by gym staff to progress beyond the lobby
- Children under 14 years of age must have adult supervision
- You must pass a safety check and display your belay card or receive training before climbing
- The minimum age for belaying is 14
- Customers are not allowed to teach belay skills to fellow climbers
- No climbing or belaying while under the influence of drugs or alcohol
- Falls while bouldering (climbing without a rope) are the most common cause of injuries in the gym! Get a spotter! Padded landing surfaces may not protect you from injury. Padded and carpeted areas are fall zones, keep these areas clear of objects and watch for falling climbers
- No climbing while wearing headphones, one ear bud allowed
- No bouldering in rope climbing areas
- You must tie directly into your harness with a figure 8 follow through knot unless using an auto belay
- Only modern commercially-manufactured harnesses are allowed
- No top roping on single bolts
- No skipping bolts when lead climbing – first bolt optional
- No food or drinks on the carpet or bouldering pads.
- All chalk must be contained in a chalk bag

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

Participant's Signature _____ Date _____

Parent's or Legal Guardian's Signature: _____ Date _____