



## Participant Agreement, Release of Liability, And Acknowledgment of Risk

Club Member Name(s): \_\_\_\_\_

**Instructions for Parents and Legal Guardians** – Participants under the age of 18 must have this document read, initialed and signed by their own parents, or Legal Guardian. Legal Guardians may need to provide supporting documentation.

**NOTICE – THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL OF YOUR CHOICE. ALTERATIONS TO THIS DOCUMENT OF ANY KIND ARE NOT PERMITTED.**

In consideration of the services of the Boys & Girls Clubs of Bend (BGCB), its agents, officers, directors, employees, volunteers, participants, wall builders, wall designers, hold manufacturers, lessors, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as RELEASEES), I agree to release and discharge RELEASEES, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate as follows:

1. I acknowledge the inherent extreme risks in rock climbing activities, including those which could occur on artificial climbing walls and result in physical or emotional injury, paralysis, death or damage to me, property belonging to me, RELEASEES and/or third parties. I realize these risks cannot be eliminated and include, among other things, but are not limited to, climbing or falling off the climbing wall; being fallen on by other users; entanglement in ropes; impacting the ground or climbing wall; being struck by broken, or dropped holds; abrasions and/or injury from walls, climbing walls, ropes, holds, loose holds, dropped holds, broken holds, pads, and/or the floor; equipment failure; belay failure; climbing out of control or beyond one's limits; negligence of other climbers, visitors, participants, belayers, or other persons who may be present; and/or my own negligence. I understand that there are also unforeseeable accidents which may occur, and I assume all risks associated with such accidents. I agree that it is possible that the equipment being used might malfunction, be defective, and/or fail. **Initial** \_\_\_\_\_
2. I agree to abide by all safety rules. In the interest of my safety and the safety of others, I agree to comply with staff requests and instructions. I agree that the jobs of staff are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions, however they may be unaware of a participant's fitness or abilities. I further agree to use proper belay practices and procedures. If I fail to use proper belay practices and procedures the fault is solely mine. I agree to pay attention to the condition of the ropes, anchors, walls and equipment and to advise staff if I inflict or notice any damage. **Initial** \_\_\_\_\_
3. I expressly agree and promise to accept and assume all risks, which exist by reason of my participation in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. **Initial** \_\_\_\_\_
4. I agree to assume all risks of personal injury, including paralysis and death, which may occur while I am at BGCB. I hereby release, remise, and forever discharge and covenant not to sue, RELEASEES from all liability for any such personal injury that I may incur, and 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 RELEASEES equipment and/or facilities, including any such claims which allege negligent acts or omissions of RELEASEES. I understand that this Participant Agreement, Release, and Acknowledgement of Risk includes my claims for personal injury, including death based in total or in part upon the NEGLIGENT ACTION OR INACTION OF RELEASEES. **Initial** \_\_\_\_\_
5. In the event any claim, demand, or cause of action is made against RELEASEES by me, or by any minor over whom I have supervisory responsibility at the facilities of RELEASEES (whether or not I am physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless, and defend RELEASEES; including the payment of reasonable attorney fees, for any claim arising in whole or in part from alleged negligent action or inaction of RELEASEES. Should RELEASEES, or anyone on their behalf, be required to incur attorney's fees, insurance deductibles, and/or other costs to enforce this agreement, I expressly agree to indemnify and hold harmless that party for all such fees and deductible and costs. **Initial** \_\_\_\_\_

6. 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 certify that I have no medical, emotional and/or physical conditions that 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 any such condition. Initial \_\_\_\_\_
7. I understand that indoor climbing is not the same as the outdoor climbing, and that additional skills are necessary for outdoor climbing that cannot be acquired in a climbing gym. I agree to seek qualified instruction before attempting to climb outdoors. Initial \_\_\_\_\_
8. I acknowledge and understand that there is not a substantial impact absorbing medium beneath the bouldering, top rope, and lead climbing areas; falls from any height can result in injury, paralysis or death. Initial \_\_\_\_\_
9. I understand that use of a UIAA approved climbing helmet could help prevent head injury, permanent brain damage, and/or death, and these helmets will be provided during use of the climbing wall at the facility. Any other type of helmet or climbing without a helmet will not be permitted. I understand that only UIAA approved climbing helmets are recommended for use on artificial climbing walls and are the only type of helmet permitted for use while climbing at BGCB. Initial \_\_\_\_\_
10. By signing this document I acknowledge that if anyone, including myself, 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 RELEASEES and any party in privities with RELEASEES. Initial \_\_\_\_\_
11. This release applies to and binds my personal representative, heirs and family. I further represent that I have complete and absolute authority to bind, contract for and legally act on behalf of any minor children in my family, and/or listed in this document, and understand and agree that RELEASEES relies to its detriment upon this representation and would not allow any minor child to use its facility without its representation. If a member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activity at BGCB, whether or not I am present, I make this release and these representations on his or her behalf, as well as my own, and I agree to assume all responsibility for his or her safety. Initial \_\_\_\_\_
12. I understand that this document is a contract. I sign of my own free will. I understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive. I agree that the venue to any legal action arising out of, concerning or involving this document, or the use of BGCB's facilities, or RELEASEES will be in Deschutes County, OR. I also understand and agree that this agreement will remain in full force and effect forever, and will apply to any and all visits I make, now and forever, to BGCCO. Any future participation and use of the BGCCO is evidence of my continuing support of and agreement with this document. Initial \_\_\_\_\_

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 FOREVER.

**Club Member:** \_\_\_\_\_ **Club Member:** \_\_\_\_\_  
**Date of birth:** \_\_\_/\_\_\_/\_\_\_ **Date of birth:** \_\_\_/\_\_\_/\_\_\_

**If completing on behalf of your minor child**

In consideration of \_\_\_\_\_ (Minor(s)'s name) participation, I represent that I have complete and absolute authority to legally act on behalf of the minor. I understand that RELEASEES relies to its detriment upon this representation and would not otherwise allow the minor to participate. I agree to indemnify and hold harmless RELEASEES from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with the participation of the minor.

**Parent/Guardian Name (please print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_