

# The ROCK Climbing Wall Release, Indemnification of all Claims, and Covenant Not to Sue

## **READ CAREFULLY BEFORE SIGNING!**

In consideration of being allowed to participate in any way in the climbing and climbing related activities (including without limitation bouldering, climbing, belaying and rappelling) (collectively, "climbing activities") of The ROCK at Tri-City Court Club, Inc. ("The ROCK"), whether such climbing activities occur at The ROCK facility or elsewhere, I, \_\_\_\_\_, the undersigned ("Participant"), acknowledge, appreciate and agree that:

1. I have read the back of this page, which describes some, but not all, of the risks and potential consequences of the climbing activities, and which contains additional terms of this agreement. In both supervised and unsupervised climbing activities, I acknowledge that I am responsible for my own safety. Therefore, I knowingly and freely assume all risks, both known and unknown, relating to the climbing activities and I 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.

2. For myself and on behalf of my heirs, assigns, personal representatives and next of kin, (a) I agree to release and covenant not to sue Tri-City Court Club, its officers, agents, employees, volunteers, representatives, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the climbing activities (all collectively, the "releasees"), with respect to any and all claims, liabilities, suits and expenses (including attorneys fees and costs) (all collectively, "Claims"), arising out of any injury, damage, death or other loss in any way connected with my participation in the climbing activities or use of The ROCK equipment and facilities. I understand that I agree here to waive all claims I may have against Tri-City Court Club and the other releasees, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against Tri-City Court Club or the other releasees, as a result of any injury, damage, death or other loss; and (b) I agree to indemnify, protect, defend and hold harmless the releasees with respect to all Claims (i) brought by me or on my behalf arising out of any injury, damage, death or other loss in any way connected with my participation in the climbing activities, or use of The ROCK equipment and facilities; (ii) 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 my conduct in the course of participating in the climbing activities or using The ROCK equipment and facilities; (iii) brought by or on behalf of any family member or minor accompanying me; or (iv) arising out of any breach by me of this agreement. This release and indemnity agreement includes any Claims caused, in whole or in part, by the negligence of Tri-City Court Club or any of the other releasees (but not gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

**I HAVE CAREFULLY READ THIS ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY.**

**Signature of Participant**

(18 years and older must sign)

[ \_\_\_\_\_ ]

Participant Name

\_\_\_\_\_

Date

### **PARENT/GUARDIAN OF MINORS (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for the Participant, do consent and agree to the Participant's assumption of risks, release of liability and indemnification agreement as provided above, and, for myself, my heirs, assigns, and personal representatives and next of kin, I release and covenant not to sue, and agree to indemnify, protect, defend and hold harmless the releasees from any and all Claims relating to the participant's participation in the climbing activities in accordance with the terms provided above and on the back of this page, as applicable.

**Signature of Parent(s)**

(or Legal Court Appointed Guardian)

[ \_\_\_\_\_ ]

Parent/Guardian Name

\_\_\_\_\_

1. **Certain Risks of the Climbing Activities.** The following describes some, but not all of the risks, hazards and dangers associated with the climbing activities: (a) Participants must make judgments and decisions as they participate in climbing activities, and Tri-City Court Clubs staff must make judgments and decisions as they instruct or assist participants regarding climbing activities. These judgments and decisions are, by their nature, imprecise and subject to error. Judgments and decisions will be made in an environment that includes some routes that are designed to be challenging even to very capable and experienced climbers. Among other risks, there is the risk that the Participant or a staff member may misjudge the Participant's abilities or fitness level; (b) equipment (including, without limitation, artificial climbing walls, holds and anchor points, ropes, slings, harnesses, climbing shoes and climbing hardware whether the Participant's personal equipment or equipment rented or borrowed from Tri-City Court Clubs) may break, malfunction or be misused. Tri-City Court Clubs makes no warranties regarding any such equipment; and (c) the Participant or others may act carelessly or recklessly or generally fail to exercise care. These and other risks, hazards and dangers may result in the Participant (for example) falling to the ground, becoming entangled in ropes or other equipment, or hitting artificial climbing walls, holds, anchor points or other 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.

2. **Additional Terms of the Assumption of Risks, Release of Liability and Indemnity Agreement.**

a. **Participant Representations, Warranties and Agreements.** Participant represents, warrants and agrees that: (a) My participation in the climbing activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks; (b) I will comply with all rules and regulations of Tri-City Court Club and the stated and customary terms and conditions for participation in the climbing activities. If I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such hazard to the attention of Tri-City Court Club immediately; (c) I acknowledge that participating in the climbing activities requires a special degree of skill and knowledge 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 the climbing activities or to comply with my responsibilities in connection therewith. I represent that I am fully capable of participating in the climbing activities without causing harm to me or others. I acknowledge that Tri-City Court Club staff is, and have been available, should I have further questions about the nature and physical demands of the climbing activities and the risks, hazards and dangers associated with the climbing activities.

b. **Transportation and Medical Care.** Staff of Tri-City Court Club is authorized to obtain or provide medical care for Participant or to transport Participant to a medical facility. Medical personnel are authorized to render such treatment as they deem necessary for Participant's health. Tri-City Court Club has no responsibility for medical care provided to Participant, and Participant (and, if Participant is a minor, Participant's parent(s) or guardian) agree to pay all costs associated with such medical care and transportation.

c. **Governing Law.** This agreement is governed by the laws of the State of Washington. Further, any proceeding arising out of or relating to Participant's participation in the climbing activities must be filed or entered into only in the State of Washington. Participant (and, if Participant is a minor, Participant's parent(s) or guardian) agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator.

d. **Severability.** Any portion of this Assumption of Risks, Release of Liability and Indemnity Agreement deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Assumption of Risks, Release of Liability and Indemnity Agreement and the remaining provisions shall continue in full force and effect.

e. **Effectiveness.** This Assumption of Risks, Release of Liability and Indemnity Agreement shall be effective when signed either by Participant or (if applicable) by Participant's parent/guardian, or both.

3. **Binding Arbitration.** Any claim or dispute of whatever nature, including but not limited to the issue of arbitrability, arising out of or relating to this Assumption of Risks, Release of Liability and Indemnity Agreement and that is not resolved through mediation shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") in Seattle, Washington in accordance with the AAA commercial arbitration rules, and judgment upon the award may be entered in any court having jurisdiction over the matter.