

Waiver and Release of Claims: Participant Agreement

As consideration for my participation in Climbing Activities (as defined below) at Crux Climbing Inc. (herein referred to as "Crux Climbing and Bouldering"), I, for myself, my heirs, executors, administrators, assignees and assignors, and agree to HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any actions, claims, demands, proceedings, suits, losses, damages, costs, and expenses arising from or in any way connected to my participation in Climbing Activities. This includes any claim to which I may become entitled for any loss, damage or injury to my personal property or injury to myself (including death), and RELEASE Crux Climbing and Bouldering, and any other promotional Climbing Activity sponsors, their parent and affiliated companies, and their members, officers, directors, employees, agents, successors and assigns (collectively referred to as "the Companies") from liability for any injury or damage caused by or attributable to, either directly or indirectly, any act or omission of the Companies and/or any person for whom the Companies are, in law, responsible, from any claims, demands, damages, actions, causes of action, liabilities, losses, costs, expenses, or injuries or damage to my person (including death) or personal property incurred as a result of or in connection with my participation of Climbing Activities, regardless of whether such loss, injury or damage may arise from the negligence or any other act of misfeasance of malfeasance, intentional or otherwise of or by any or all of the Companies.

Definitions: In this Agreement the term "Climbing Activities" shall include all activities at Crux Climbing and Bouldering. These include activities in any way related to indoor wall climbing including (but not limited to) rappelling, bouldering, multi-pitch climbing, top rope climbing, using the indoor stairwell, lead climbing and all schooling and instructional sessions at Crux Climbing and Bouldering. The term "Climbing Equipment" shall include (but not limited to) ropes, harnesses, slings, bolts, climbing and construction tools, tape, climbing holds, ladders, climbing panels and features, climbing crash mats.

Assumption of Risk

I further state and represent that:

1. I am of the full age of majority and am competent to make any determination respecting my participation in Climbing Activities at Crux Climbing and Bouldering. I am aware that at all times it is my sole responsibility to assess whether I am physically and mentally capable of participating in Climbing Activities.
2. I am aware of the inherent risks and hazards associated with my participation in Climbing Activities. I assume the risk and responsibility of these risks and hazards. Some risks and hazards include (but are not limited to):
 - The risks of not wearing a helmet while participating in climbing activities. I am assuming the hazard of this risk upon myself. I realize I am subject to injury from this activity if I do not wear a helmet and that no form of preplanning can remove all of the danger to which I am exposing myself. I am aware that choosing **not** to wear a helmet could lead to injuries (including death) in the event of an accident.
 - The risks of injury (including death) of falling objects and/or Climbing Equipment, and/or other climbers.
 - I assume the risk injury (including death) due to Climbing Equipment failure (whether personal, or owned by Crux Climbing and Bouldering)
 - The risks of injuries (including death) associated with falling into/onto climbing mats, climbing features, ropes, anchor points, or other climbers from any height.
 - The risks and responsibilities of choosing a certified Crux Climbing and Bouldering belayer (climbing partner) and accept the consequences and risk of choosing my belayer (climbing partner) to safely belay me while participating in Climbing Activities.
3. Without limitation, I am aware that my participation in Climbing Activities involves a risk of personal injury (including death), and damage to my personal property and to the personal property of others, and I am specifically aware that participation could result in physical and mental injury to me or another person. I agree to assume all risk for all injuries (including but not limited to death) to myself or others, and/or all damage or loss of my or a third party's personal property that may result from my participation in Climbing Activities at Crux Climbing and Bouldering.

4. I am solely responsible for my decision to participate in Climbing Activities and to sign this waiver. I have not been persuaded or influenced in any way to participate in Climbing Activities or to sign this waiver. No representations or warranties have been made to me regarding any matter, including but not limited to, the risks, hazards, conditions or nature of rappelling off the building, or regarding my abilities to participate in Climbing Activities at Crux Climbing and Bouldering.

ACKNOWLEDGEMENT OF PARTICIPANT

By agreeing to this document the Participant acknowledges that he or she has read this document, understands it, and is to be legally bound by its terms and conditions.

Signature of Participant: _____

Name of Participant (please print): _____

Address of Participant (please print): _____

Signed this _____ day of _____, 20_____, in the presence of:

Signature of Witness: _____

Name Witness (please print): _____

Address of Witness (please print): _____

For Parents and Legal Guardians of Participants under 18 years

1. I/we the legal guardian(s) and/or parent(s) of the minor Participant have read the above Waiver and Release of Claims and agree to HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any claim, demands, proceedings, suits, losses, damages, costs and expenses arising from or in any way connected with my child's participation in Climbing Activities. This includes any loss, damage or injury to my personal property or injury to the minor Participant (including death), and RELEASE Crux Climbing and Bouldering, and any the Companies from liability for any injury or damage caused by or attributable to, either directly or indirectly, any act or omission of the Companies and/or any person for whom the Companies are, in law, responsible, from any claims, demands, damages, actions, causes of action, liabilities, losses, costs, expenses, or injuries or damage (including death) or personal property incurred as a result of or in connection with the minor Participant of Climbing Activities, regardless of whether such loss, injury or damage may arise from the negligence or any other act of misfeasance of malfeasance, intentional or otherwise of or by any or all of the Companies.
2. This Release Agreement shall be effective and binding upon my infant child, his/her heirs, next-of-kin, executors, administrators, assigns, and representatives, in the event of his/her death or incapacity.
3. In entering into this Release Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of Climbing Activities other than what is set forth in this Release Agreement.

Signature of Legal Guardian(s) or Parent(s): _____

Name of Legal Guardian(s) or Parent(s): _____

Address of Legal Guardian(s) or Parent(s): _____

Names of Minor Participants (First and Last): (1) _____ (2) _____

Signed this _____ day of _____, 20_____