

ELECTRIC CITY ROCK GYM
ACKNOWLEDGEMENT OF RISK
ASSUMPTION OF RISK AND RESPONSIBILITY
AND RELEASE OF LIABILITY

WARNING: There are significant elements of risk in any adventure, sport, activity, or training associated with a "rock gym" or "climbing wall" (referred to herein as "activity"), and the use of any equipment.

ACKNOWLEDGEMENT OF RISKS: I am aware of the meaning of the terms "Free Climbing" (a.k.a. "Bouldering", "Top Rope Climbing", "Lead Climbing", and "Team Building"), and understand the difference between these activities. I accept that "Lead Climbing" is the most dangerous, due to the hazard to both leader and follower. I recognize that there are inherent risks and dangers in each of these activities. These risks may result in serious injury, or death, and include but are not limited to: 1) Falls and painful crashes into walls, rocks, or other obstacles; 2) Risk associated with crossing, climbing, or down climbing; 3) Equipment failure; and 4) My physical coordination, sense of balance, and ability to follow or give directions either as a "climber" or "belayer". I also acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity; that personal property may be damaged or lost; and that wearing appropriate clothing and footwear are basic safety precautions.

Although you have taken reasonable steps to provide appropriate equipment and/or skilled guides/instructors so I can enjoy an activity for which I may not otherwise be skilled, I acknowledge this activity involves certain risks, which cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to my/our personal property, or causes of accidental injury, illness, or in extreme cases, permanent traumas, or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks, known and unknown, of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using the equipment. I/We participate willingly and voluntarily, and I assume full responsibility for bodily and personal injury, accidents, or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume responsibility for accidents or injury caused by the negligence of my belayer, whether such negligence is comparable or contributory. I acknowledge that wearing appropriate clothing and footwear are basic safety precaution, and that wearing an UIAA approved helmet may help/prevent head and/or neck injuries.

I assume the risk(s) of serious injury, accidents, and/or illness, included but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal bite or attack; insect bite or allergic reaction; shock, paralysis and/or death; and acknowledge that during the activity I/we may experience fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to climbing objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of injury or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am a parent, legal guardian, or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

ELECTRIC CITY ROCK GYM, Center City Sportsplex, and K and K Insurance Group, Inc.

Its principals, directors, officers, agents, employees, and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I have read and understand the foregoing acknowledgment of risk, assumption or risk and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights.

Name (print) _____ Age _____ Date of Birth _____

Signature _____ Date _____ Phone # _____

Address _____

street city state zip

In an emergency, notify _____ phone # _____

If the Participant is under 18, the parent or legal guardian must also sign _____