



Central Rock Gym
299 Barber Avenue
Worcester, MA 01606
508-852-ROCK

BELAY CHECK INFO.

Issued By: _____

Date: _____

Intro Class Date: _____

CENTRAL ROCK CLIMBING GYM LLC

ACKNOWLEDGMENT OF RISKS, GENERAL RELEASE AND INDEMNITY AGREEMENT

THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

All participants must complete (PRINT LEGIBLY) and sign this Agreement. For participants under 18 years of age, participant and parent(s) or guardian(s) of participant (collectively, "Parents") must sign below, and all references to "participant", "I", "me", "my" and "mine" shall include both the Parents and the minor, unless the context requires otherwise.

Participant's Name _____

Address _____

City/State/Zip _____

Telephone: Home _____ Work _____

Male ___ Female ___ Birth Date _____

Email Address (optional) _____

Emergency Contact: _____ Telephone: _____

In consideration of the services of Central Rock Climbing Gym LLC ("Central Rock"), its owners, managers, members, agents, employees, representatives, landlords, affiliates, volunteers, other climbers, and all other persons or entities associated with Central Rock (collectively, the "Releasees"), I, and my Parents (if I am a minor) agree as follows:

I. **ACKNOWLEDGMENT OF RISKS.** Rock climbing, as a sport, has inherent risks, which do not go away even in an indoor environment. While it is impossible to enumerate all of the possible ways in which injuries may occur, some examples are: (1) misuse of the climbing walls, equipment or facilities; (2) physical contact with the ropes or the climbing walls; (3) failure of the facilities, climbing walls or equipment; (4) mental or physical health problems of myself or others; (5) lack of training; and (6) negligence of myself, of other climbers, or of other Releasees.

A. I understand that the above list is not complete and that other unknown or unanticipated risks may result in bodily injury, property damage, permanent disability, paralysis, death or other loss for me or for others.



B. In both supervised and unsupervised activities, I acknowledge that all participants are responsible for their own safety.

C. I acknowledge that I have responsibilities as a participant to discontinue my participation if I believe the conditions are unsafe.

D. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in rock climbing activities.

E. I represent I am fully capable of participating in these activities without causing harm to me or others.

F. I agree to follow all Central Rock's policies, rules, and regulations, as the same may be amended from time to time.

G. I acknowledge that Central Rock's staff is, and have been available, to answer any questions about the nature and physical demands of these activities and the risks associated with these activities.

H. I understand that the presence of Central Rock personnel is absolutely no assurance of my safety or the mitigation of any of these risks.

I. My participation in rock climbing activities is purely voluntary, and I choose to participate in rock climbing activities in spite of and with complete knowledge of the risks of injury.

I assume and accept full responsibility for those risks identified here and for those risks not identified, and for bodily injury, property damage, permanent disability, death, paralysis or other loss suffered by me as a result of those risks, my own negligence or other conduct, or the negligence of the Releasees.

II. **RELEASE.** I HEREBY RELEASE, DISCHARGE (AND COVENANT NOT TO SUE) THE RELEASEES FROM ALL LIABILITIES, CLAIMS, DEMANDS, LOSSES OR DAMAGES RELATED TO ANY INJURY TO, OR ILLNESS, DEATH, PERMANENT DISABILITY OR PARALYSIS OF, ANY PERSON (INCLUDING ME), OR DAMAGE TO ANY PROPERTY (INCLUDING MINE), (WHETHER OR NOT AS A RESULT OF THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES) INCURRED IN CONNECTION WITH MY PARTICIPATION IN ROCK CLIMBING AND MY USE OF CENTRAL ROCK'S CLIMBING WALLS, EQUIPMENT OR FACILITY.

III. **ARBITRATION.** Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Worcester, Massachusetts. Such arbitration shall be conducted in accordance with the then prevailing comprehensive arbitration rules of JAMS ("JAMS"), with the following exceptions if in conflict: (a) one arbitrator shall be mutually selected by the parties from JAMS's list of arbitrators; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitrations may proceed in the absence of any party, if written notice (pursuant to JAMS's rules) of the proceedings has been given to such party. Each party shall bear its own attorneys' fees



and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES INAPPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES TO THIS AGREEMENT.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my family, my heirs, executors, administrators and representatives. I agree that if any portion of this Agreement is held to be invalid, the balance of this Agreement shall continue in full force and effect.

Participant Signature Date Print name here Accepted by: _____ Staff

INDEMNIFICATION

I ACKNOWLEDGE THAT CENTRAL ROCK IS RELYING UPON MY SIGNATURE AS PARENT OR GUARDIAN OF MY CHILD OR WARD. I AGREE THAT, IF DESPITE THIS AGREEMENT, A CLAIM IS MADE BY OR ON BEHALF OF MY CHILD OR WARD AGAINST THE RELEASEES, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE OR COST WHICH ANY MAY INCUR AS A RESULT OF SUCH CLAIM, INCLUDING, WITHOUT LIMITATION, LEGAL FEES ASSOCIATED WITH DEFENDING SUCH CLAIM BROUGHT BY OR ANY BEHALF OF MY CHILD OR WARD.

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Agreement, including, without limitation, the Indemnification paragraph set forth above.

Parent or Guardian Date Print name here