

GAINESVILLE ROCK GYM, INC.
PARTICIPANT AGREEMENT

INSTRUCTIONS: Adult participants (or a parent / legal guardian for any participant under 18 years) must read, complete and sign this agreement prior to the participant's engagement in any rock climbing activities or use of the gym facilities.

In consideration of the services provided by Gainesville Rock Gym, Inc., its agents, officers, volunteers, employees, participants, gym staff, successors, assigns, and all other persons or entities acting in any capacity on their behalf (collectively referred to as "GRG"), I, as an adult participant or parent or legal guardian of the minor participant(s) named below (collectively referred to as "Participant"), acknowledge and understand the disclaimers and risks stated below, and I agree to release, hold harmless, indemnify and discharge GRG as follows:

1. **Participant Responsibility and Compliance with Rules.** I have read, understand and agree to abide by all gym safety rules and to use extreme care and caution while participating in all activities related to rock climbing and otherwise during my visit to the gym. I agree to use proper climbing and belay practices and procedures and to comply with the instructions and warnings given to me or the specific requests made of me by gym staff. I agree to pay attention to the condition of the ropes, anchors, and other gym equipment and to advise gym staff immediately of any damage or problems I notice or inflict during my visit.

2. **Protective Helmet Use.** I am aware that use of a protective helmet, approved by and marked with UIAA and CE stamps, may greatly reduce the risk of or prevent permanent brain damage or death in the event of an accident during participation in rock climbing activities. It is GRG policy to require the use of an approved protective helmet, however, GRG is not responsible to ensure that participants wear a protective helmet at all times during their participation in rock climbing activities. It is the sole obligation of the parent or legal guardian of all minor participants to monitor and enforce the proper use of a protective helmet by the minors for whom they are responsible. Any participant who refuses to wear a protective helmet during their visit does so **AT THEIR OWN RISK.**

Note: *GRG rents UIAA and CE approved helmets for \$1.00. Most bicycle and skateboard helmets are not UIAA approved.*

3. **Disclosure.** I certify that I have no physical, emotional or mental injury, illness, disability, condition or limitation, that prevents me from participating in or that could interfere with my safety during rock climbing activities.

4. **Disclaimer.** There are unforeseeable risks and potential accidents which may occur during participation in rock climbing activities, and risks involved in rock climbing activities cannot be eliminated by GRG. Participants must comply with gym rules and instructions to help reduce these risks. Indoor / simulated rock climbing is no substitute for the practice, instruction, training, skills, techniques and procedures necessary for outdoor / natural rock climbing.

5. **Acknowledgment of Risks.** I fully acknowledge the extreme inherent physical and emotional risks involved in indoor / simulated rock climbing activities, including but not limited to the risk of minor injury, catastrophic injury, paralysis, death, and other losses or damage to myself, other participants, property, and third parties.

6. **Assumption of Risks and Release of Liability.** I expressly agree to accept and assume all risks related to my voluntary participation in rock climbing activities, whether known, foreseeable or unforeseeable, including all risk of personal injury to myself or others and all risk of property damage or loss. I voluntarily covenant not to sue and release, remise and forever discharge GRG, wall builders, wall designers, hold manufacturers, lessors, insurers, and their agents, successors and assigns, from all liability for any personal injury, wrongful death, property damage or other loss arising out of, related to, or occurring during my participation (or the participation of the minors for whom I am consenting) in rock climbing activities at the gym.

7. **Indemnification and Hold Harmless.** I hereby agree to defend, indemnify and hold harmless GRG from and against any and all claims, causes of action, losses, damages, demands, liabilities, or exposure, along with court costs and related expenses, including a reasonable attorney's fee for legal consultation, negotiation, mediation and litigation (including but not limited to pre-trial, trial and post trial proceedings, collection proceedings and appellate and similar proceedings and whether suit be filed or not), involving personal injury, wrongful death, property damages or other losses arising out of, related to or occurring during my participation (or the participation of the minors for whom I am consenting) in rock climbing activities, including those caused partly or wholly by: i) the negligence or wrongful acts of myself (or the minor), ii) the negligence or wrongful acts of other participants or third parties, AND iii) THE NEGLIGENCE OF GRG, including GRG'S NEGLIGENT ACTION OR INACTION. I also agree to fully indemnify and reimburse GRG for all costs, legal fees and other expenses incurred by GRG in enforcing its rights under this Agreement.

INITIALS

8. **Effective Date.** This Agreement shall be effective for all visits to the gym by the Participant beginning on the date this Agreement is signed.

9. **Successors and Assigns.** This Agreement shall be binding and enforceable upon the family, heirs, successors, assigns, legal representatives, parents, guardians and estate of the Participant, as well as GRG's successors and assigns.

10. **Severability.** If any clause or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such clause or provision shall be severable from this Agreement only to the extent of such inconsistency, and such severance shall not affect the validity or enforceability of the remainder of this Agreement.

11. **Governing Law and Venue.** The Laws of the State of Florida shall govern this Agreement, and the venue of any civil action arising out of or related to this Agreement shall be solely in the state courts of Alachua County, Florida. The parties hereto waive any entitlement to jurisdiction in any federal court.

ACKNOWLEDGED AND AGREED TO BY:

Adult Participant

Printed Name: _____

Signature: _____ Date: _____

Minor Participant(s)

Printed Name(s) of Minor(s):

Parent / Legal Guardian (for participants under 18 years old):

I represent to GRG that I am the parent or legal guardian of the above-named minor(s), and that I have complete and absolute authority to legally bind, contract for and otherwise act on their behalf. I voluntarily consent to the participation of the minor(s) in rock climbing activities. I enter into this Agreement both individually and on behalf of the minor child(ren) named above, and agree to indemnify and hold harmless GRG from any and all claims which are brought by, or on behalf of any minor(s) listed above, which are in any way related to the use of GRG facilities or the participation in rock climbing activities by the minor(s).

Parent / Guardian Printed Name: _____

Signature: _____ Date: _____

(Please be sure to initial the previous page)

Gainesville Rock Gym, Inc.

Safety Rules

General Rules

- Shoes must be worn at all times, either while climbing or spectating.
- Parent or guardian supervision is required for children under 14 years old.
- No Smoking; No alcohol or drugs, or persons under the influence of either.
- Use of profanity will result in immediate loss of access.
- Rough-housing, running or spitting is not permitted.
- No food or drink is permitted in climbing area.
- No alterations to walls or routes may be made by participants. Please find staff to tighten loose holds.
- Chalk must be in a closed 'sock' or 'ball' contained in a chalk bag. No loose chalk allowed!

Climbing Rules

- All climbers and belayers must read and complete the participant agreement (the "waiver") Minors, those under the age of 18, must have this completed by their parents.
- All climbers and belayers must pass a safety check and be certified by GRG staff prior to using the facility.
- The minimum age for belaying is 14 years old.
- Climbers and belayers must wear UIAA and CE approved helmets.
- Give no unsolicited Beta (climbing advice or sequence of moves.)
- Belay with UIAA and CE approved belay devices only.
- Climbers must use UIAA and CE approved climbing harnesses.
- Climbers must tie a Figure-8 Follow Through knot directly into the harness.
- Use only holds and wall for climbing. Do not touch exposed metal, i.e. top rope tubes, structural steel, lead anchors, etc.
- When climbing the lead wall (overhanging wall), don't attach your top rope, harness or self to lead anchors, carabiners or quickdraws.
- No "topping out." No climbing above top rope tubes or on top of bouldering wall/cave/tunnel.
- Top rope climbers yield to lead climbers. Leading is available to GRG members only.
- Lead climbers must pass a lead climbing test prior to climbing and belaying leaders.
- Lead climbers are required to wear UIAA and CE approved rock climbing helmets; Please check with staff before leading.

Bouldering Rules

- GRG recommends using at least one spotter when bouldering.
- Don't allow your feet to go higher than 4ft when bouldering in the climbing area; Boulder within your personal limits, which may include staying far below the 4ft line.
- Yield to roped climbers and show courtesy to other boulderers.
- No "topping out." No climbing above top rope tubes or on top of bouldering wall/cave/tunnel.
- Children under 14 should only boulder under the DIRECT supervision of their parents and/or chaperones. Children should stay well below the 4ft line; Parents- this is your responsibility!!!

Gainesville Rock Gym wants to provide a safe and fun environment for all climbers and spectators. Any persons not complying with all of the above rules will immediately be asked to leave. GRG and its employees reserve the right to deny access to anyone for any act deemed inappropriate or unsafe.