



Tallahassee Rock Gym  
629-F Industrial Drive  
Tallahassee, Florida 32310  
(850)224-ROCK

## PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK for the year 2009

In consideration of the services of WHAT, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WHAT, Inc."), I hereby agree to release and discharge WHAT, Inc., on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risk include, among other things, rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay or belayer failure; climbing out of control or beyond one's personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence. Furthermore, WHAT, Inc. guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instruction, and the equipment being used might malfunction.

Initial:

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

Initial:

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WHAT, Inc. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of WHAT, Inc. equipment or facilities, **including any such claims which allege negligent acts or omissions of WHAT, Inc.**

Initial:

4. Should WHAT, Inc. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

Initial:

5. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by any such condition.

Initial:

6. In the event that I file a lawsuit against WHAT, Inc., I agree to do so solely in the State of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules in that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

Initial:

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WHAT, Inc. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Participant's Name (PRINTED) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

Address, City, State, ZIP: \_\_\_\_\_

Phone # \_\_\_\_\_ E-mail \_\_\_\_\_ College Student? Yes No

### PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (must have completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (printed minor's name, hereinafter referred to as "Minor.") being permitted by WHAT, Inc. to participate in it's activities and to use it's equipment and facilities, I further agree to indemnify and hold harmless WHAT, Inc. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. **I represent that I am the parent or legal guardian of the above-named minor(s), and that I have absolute authority to legally bind, contract for and otherwise act on their behalf.**

Initial:

Parent's Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

Parent's Name (Printed) \_\_\_\_\_

GYM USE ONLY: Belay Certified? \_\_\_\_\_ Other \_\_\_\_\_ Comments \_\_\_\_\_