

TEXAS ROCK GYM

PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Rocktastic, LLC, and/or Rocktastic, LLC dba **Texas Rock Gym**, their agents, owners, officers, partners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "T.R.G."), I hereby agree to release and discharge Texas Rock Gym, Rocktastic, LLC. and it's agents, owners, officers, partners, volunteers, participants and employees, 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, participating in physical training classes or the use of a "slackline" entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or emotional injury, paralysis, death, or damage to myself, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: falling off the wall; loose and/or damaged artificial holds; 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 and/or belayer failure; climbing out of control or beyond ones 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, T.R.G. employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in the above-described activities. My participation in such activities is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless T.R.G. 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 T.R.G.'s equipment, classes or facilities, including any such Claims, which allege negligent acts or omissions of T.R.G.
4. Should T.R.G. 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.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or 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 that 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.
6. In the event that I file a lawsuit against T.R.G., I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

By signing this document, I **acknowledge and certify that I am of legal age** and if anyone is hurt or property is damaged during my participation in this activity, I will be found by a court of law to have waived my right to maintain a lawsuit against T.R.G. 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 it fully and understood it completely, and I hereby agree to be bound fully by its terms.

Print Name: _____ **Signature:** _____

Address: _____ **City/State:** _____, _____ **Zip Code:** _____

Phone: _____ **Birthdate:** _____ / _____ / _____ **Today's Date:** _____ / _____ / _____

Email: _____ @ _____ **GROUP/PARTY NAME:** _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed by parent for all participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by T.R.G. to participate in its activities and to use of any and all its equipment and facilities, I hereby agree to the above PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ACKNOWLEDGMENT OF RISK on behalf of my minor child, and further agree to indemnify and hold harmless T.R.G. 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.

Parent or Guardian Signature: _____

Print Parent Name: _____ **Date:** _____ / _____ / _____

Texas Rock Gym

Climber Safety Class Acknowledgement

Harness:

- Leg Loops adjusted properly
- Hip belt location above waist
- Hip Belt adjusted properly
- Buckles doubled back appropriately (only on Harnesses without "Auto-Double Buckles")

Climbing Setup:

- Proper use locking carabineer.
- Connect carabineer to the correct harness point.
- Proper use of "screw-gate" carabineer (Closed and Locked)
- Always insure carabineer gate is facing outwards

Belay Setup:

- Correct attachment of floor anchor to Harness
- Proper identification and location of brake (active), and free hand
- Demonstration of proper belay technique (including practice "falls").
- Demonstration of proper lowering technique
- What do you do when something unexpected happens (i.e. twists in the rope, shirt catches in belay device, etc.)

Communication: (as Belayer and Climber)

- Startup BEFORE climbing
- Rope Handling During climbing
- Finish after climbing

Gym Equipment:

- Proper care for GriGri and carabiners (Please do not drop)
- Please do not stand on climbing ropes
- Rental shoes are for use in the climbing areas only
- Proper use of climbing training equipment (Campus boards, Rock-Rings, Hang-boards).

Bouldering:

- Bouldering falls are always ground falls, use your best judgment, ALWAYS have a qualified spotter
- NEVER FREE CLIMB ABOVE THE BOULDERING LINE
- NEVER JUMP off of the boulder or any Climbing Walls

Facility rules and safety guidelines are clearly posted in the gym, you are required to read these prior to participating in gym activities. All forms of Rock Climbing and/or Slackline use are inherently risky activities. As a participant YOU MUST individually assume FULL responsibility for YOU and your BELAYER learning and using proper and appropriate safety techniques involved in these activities.

By signing this form Student acknowledges that the Student has received and fully understood all of the training items listed above. If for any reason you are in doubt about the training information or have ANY questions concerns or doubts whatsoever about the activities you are about to participate in at the Texas Rock Gym please locate a member of the staff and we will be glad to review any of the above to help insure your complete understanding and your proper and safe use of the equipment and facilities.

Student Signature

_____/_____/_____
Date

Instructor Signature

_____/_____/_____
Date