

EDGEWORKS CLIMBING, INC.
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS
& RELEASE AND INDEMNITY AGREEMENT

Last Name		First Name		MI	Date of Birth
Address		City		State	Zip
Cell Phone	Home Phone	Work Phone	Email		
Emergency Contact Name		Emergency Contact Relation		Emergency Contact Phone	

INTRODUCTION

This Document contains information about your Edgeworks Climbing, Inc. activities and may affect your legal rights in the event of an injury or other loss. Please read it carefully. All participants must provide the information called for and all participants 14 years of age and older must sign below. If the participant is a minor (under the age of 18) at least one parent or a court-appointed legal guardian of the minor (parent and guardian being referred to as "Parent") must also sign, for themselves and on behalf of the minor.

In consideration of the services of Edgeworks Climbing, Inc., ("Edgeworks"), I, participant, and, if applicable, Parent of a minor participant, agree as follows:

ACKNOWLEDGMENT OF RISKS

Engaging in activities at Edgeworks involves serious risks. I (and my Parent(s), if I am a minor) acknowledge that participating in activities at Edgeworks involves risks. These activities vary and may include bouldering, climbing, belaying and rappelling on Edgeworks' artificial climbing walls and on outdoor walls and rock, yoga, the use of fitness machines, and other forms of exercise. These activities are strenuous and involve risks of injury or other loss, including the following (but not limited to):

- 1) **Risks involved in activities and premises.** Participants and others may fall or otherwise injure themselves as they participate and move about the premises and facilities on and in which the activities are conducted and travel to and from the outdoor sites.
- 2) **Risks in decision making.** Participants and staff must make judgments and decisions which are, by their nature, imprecise and subject to error, and include, among others, issues of a participant's fitness and abilities, weather and other environmental conditions. Participants may be unsupervised by staff.
- 3) **Equipment failure or misuse.** Equipment used in the activities may include fitness and exercise machinery, artificial climbing holds and anchor points, ropes, slings, harnesses, climbing shoes, climbing hardware, and the climbing structure itself. Such equipment and gear, which may be a participant's own or be rented or borrowed from Edgeworks, may fail, break, fall, malfunction or be misused by staff or participants.
- 4) **Risks regarding conduct.** Participants, staff and third parties (including, for example, belayers, rescuers and medical care givers) may fail to exercise reasonable care relating to the activities and their outcomes.

These and other risks, dangers and hazards may cause participants to suffer losses of various degrees of severity, as a result of, among other events and conditions: 1) falling, including to the ground or other surface, 2) becoming entangled in ropes or other equipment, 3) striking the rock face, anchor points, or other projections, 4) colliding with or impacting objects or people, 5) exercising, including the use of fitness and exercise machines. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, and other injury or illness, property damage or loss, mental or emotional trauma, paralysis, disability and even death.

ASSUMPTION OF RISKS

I understand that the above list of risks and possible consequences of Edgeworks activities and environments is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I understand that the risks, hazards, and dangers described above, and others, are inherent in Edgeworks activities – that is, they cannot be eliminated without destroying the basic nature and attraction of the activity.



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ASSUMPTION OF RISKS *(Continued)*

My participation in these activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks of participation. If I am a minor participant I have discussed the activities and risks with my parent or guardian and wish to participate nevertheless. **Therefore, I (and Parent if the participant is a minor) expressly assume and accept full responsibility for the risks of enrollment and participation in Edgeworks activities, inherent or not, and whether or not described in this document, and for injury, damage, death or other loss suffered by me resulting from those risks.**

RELEASE AND INDEMNITY AGREEMENT

I, an adult participant, or Parent of a minor participant (for myself and on behalf of that minor) agree to release and not to sue Edgeworks Climbing, Inc., its owners, staff and Directors (“Released Parties”), with respect to any and all claims, liabilities, suits or expenses (including attorneys fees and costs), arising out of any injury, damage, death or other loss to me or my child in any way related to my or my child’s enrollment or participation in Edgeworks activities (which include the use of Edgeworks’ climbing wall and other equipment and facilities).

In addition I agree to defend and indemnify (“indemnify” meaning protect by reimbursement or payment) Edgeworks and the other Released Parties with respect to all claims, liabilities, suits or expenses (including attorneys fees and costs) arising from an injury to me or to my child, or arising from my or my child’s conduct, related to my or the child’s enrollment or participation in Edgeworks activities.

This Release and Indemnity Agreement includes any losses claimed to be caused in whole or in part by the negligence of Edgeworks (but not it’s gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

OTHER

- 1) I am capable of participating in these activities without causing harm to myself or others. I agree to follow all Edgeworks rules and regulations. I acknowledge that Edgeworks staff is and has been available to answer my questions about the nature and physical demands of these activities and their risks, hazards and dangers. I understand that the presence of Edgeworks personnel is no assurance of my safety or the lessening of any of these risks.
- 2) I agree that this document and all other aspects of my relationship with Edgeworks or other Released Party are governed by the laws of the State of Washington (excepting such laws as may apply the laws of another jurisdiction). Further, any mediation, suit, or other proceeding arising out of or relating to my enrollment or participation in Edgeworks activities must be filed or entered into only in Pierce County, Washington. If a dispute cannot be settled by negotiation, I agree to submit it to mediation before a mutually acceptable mediator.
- 3) I authorize Edgeworks staff to obtain or provide medical care for me or my child and to transport me or my child to a medical facility and to exchange pertinent medical information with third party medical care providers. I agree to pay all costs associated with such medical care and transportation.
- 4) I consent to the use by Edgeworks of photo and other images of me, without compensation and for any purpose, including marketing.
- 5) Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this document and acknowledge that it shall be effective and binding upon me and my heirs, executors, representatives and estate.

Participant Signature (14 years and older must sign) Date Print Name Here Received by: _____ Staff Initials

Parent(s) or Court-Appointed Legal Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

Parent (or Court-Appointed Legal Guardian) Signature Date Print name here