



Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement - Alaska Rock Gym

In consideration of the services of Ledgens, Inc., d/b/a the Alaska Rock Gym, its rental shop/department, agents, owners, operators, stockholders, officers, directors, volunteers, independent contractors, employees, instructors, related and subsidiary companies, sponsors, vendors, insurers, wall builders, wall designers and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "A.R.G."), I hereby agree to release and discharge A.R.G. on behalf of myself, my parents, my heirs, assigns, personal representative(s) and estate as follows:

1. **Inherent Risks** I acknowledge that **fitness type activities including yoga, exercise classes** as well as the separate activity of **rock climbing, renting climbing equipment and specifically climbing in an indoor gym** using artificial surfaces, each entail known and unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such **risks simply cannot be eliminated** without jeopardizing the essential qualities of the activity of rock climbing. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety and injury may still occur.

I specifically acknowledge that the inherent risks associated with **fitness type activities** (specifically including yoga, exercise classes, weight training, exercise machines, etc.) includes but is not limited to: fitness center activities such as passive/resistive weight training, use of stair machines, jogging, free weights, and other training devices are intended to challenge and engage the physical, mental and emotional resources of the participant. Overexertion, improper technique, ignoring safety precautions, failing to follow instructions, slips and falls, unfamiliarity with the equipment and/or exercise, equipment failure, failure in supervision/instruction, premises defects and other risks inherent to the particular activity exist. Immediately upon entering, I will inspect the facilities of the Fitness Center, and I further warrant that such entry into the fitness areas of the facility for observation, participation in physical activities or use of any facilities or equipment constitutes an acknowledgment that I find and accept same as being safe and reasonably suited for the purposes of such observation, participation or use. The risks also include, but are not limited to, falls which can result in serious injury or death; dropping weights or other equipment or being in the area of weights or equipment as they may be dropped or mis-used; improper use or failure of equipment; strains and sprains; aches and pains; those risks caused by facilities, temperature, condition of athletes, level of hydration, equipment, and actions of other people including, but not limited to, participants, volunteers, spectators, coaches, instructors and trainers. I understand that participation specifically involves the inherent risks of death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks and injury to bones, joints, or muscles. I represent that I am voluntarily observing or participating in A.R.G. activities and using A.R.G. facilities or equipment with full knowledge of all potential dangers involved therein. I further understand that the A.R.G. has many unattended areas in the facility where will be no staff or instructors assigned or monitoring participants so that I am assuming full responsibility for myself and all of the activities in which I choose to engage during my time at the A.R.G. I expressly acknowledge that **naturally occurring human disease processes** (including, but not limited to, the currently widespread Corona Virus) occur in all environments in which this activity will take place. I acknowledge that, while A.R.G. has taken reasonable measures to avoid contact, exposure, transmittal or contamination of the virus between people (including guests/participants, employees and other third parties) that it is my sole responsibility to safe guard myself and others. I understand and agree that, if I choose to participate in this activity, that A.R.G. cannot and will not have any legal liabilities toward me if I contract the virus. On the other hand, if it is determined that I acted negligently or unreasonably and was responsible for transmittal of the Corona Virus (or any disease process) to other A.R.G. participants or employees, that I may be held legally and financially responsible for that transmittal.

I specifically acknowledge that the inherent risks associated with **rock climbing, renting climbing equipment and specifically climbing indoors** using artificial surfaces includes, but is not limited to: falling off of the climbing wall, being fallen on or

impacted by other participants, poor or improper belaying, the possibility that I will be jolted or jarred or bounced or thrown to and fro or shaken about while climbing or belaying, entanglement in ropes, impacting the ground and/or climbing wall, loose or dropped or damaged ropes or holds, equipment failure, mechanical devices failing or being improperly used, improperly maintained equipment which I may or may not be renting from A.R.G., displaced pads or safety equipment, belay or anchor or harness failure, general slips/trips/falls or painful crashes while using any of the equipment or walls or bouldering areas or landing pits or work-out areas or the climbing structures or the premises at large, climbing out of control or beyond my or another participants' limits, objects being dropped from heights and landing on or impacting climbers, the negligence of other climbers or spotters or visitors or participants who may be present, participants giving or following inappropriate "Beta" or climbing advice or move sequences, mine or others' failure to follow the rules of the A.R.G., my own negligence or inexperience, dehydration or exhaustion or cramps or fatigue - some or all of which may diminish my or the other participants' ability to react or respond.

I understand and expressly acknowledge that **I have responsibilities, including the responsibility for my own safety** while participating in any or all of the activities associated with or provided by the A.R.G. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used or rented and to immediately advise A.R.G. of anything which I consider to be unsafe or to refuse to participate. I acknowledge that my time participating in A.R.G. events/activities may require me to use **technical equipment** (IE - ropes, harnesses, belay devices, etc.) that I might not be familiar with and that I or other participants may find difficult to use and which I or other participants may use incorrectly. This improper use or operation may include, but is not limited to: the failure to observe and obey all safety rules or instructions given to the participant by A.R.G. guides/staff. I acknowledge that I am responsible for all personal equipment brought into the facility and used by me in any activity offered by the A.R.G., including ropes, harnesses, climbing shoes, belay devices, carabiners, etc. Very specifically, A.R.G. cannot and will not be responsible for inspecting or 'vetting' personal equipment brought into the gym; all personal equipment is used at the owner or climbers' personal risk. Furthermore, A.R.G. instructors, employees, volunteers, agents or others have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of mine or another participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment they use or recommend or provide or rent to me might malfunction or be poorly maintained. I expressly acknowledge that the use of drugs or alcohol during my participation in any or all of the activities associated with or provided by the A.R.G. is done at my own peril and is not condoned, encouraged or excused by A.R.G. in any way. I understand that the A.R.G. reserves the right to deny me or any other person participation before or during an activity if it finds that person to be mentally or physically impaired or unprepared.

I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my use of or participation in A.R.G. facilities, equipment, rentals or activities.

2. **Express Assumption of Risk** I expressly agree and promise to accept and assume **all the risks** existing in this activity. This means I am not just assuming the inherent risks of the activity but rather that I am assuming **all of the risks** of the activity, even if they are not expressly stated in this document. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. This is a purely voluntary un-necessary activity for me and even if I do not (or claim that I do not) have knowledge of a particular risk, this express agreement to assume **all risks** whether they are known or unknown to me is intended to defeat all claims I might have against A.R.G.

3. **Release and Waiver of Rights Including for Claims of Negligence** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless A.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 A.R.G.'s equipment or facilities, including **any such Claims which allege any theory of negligence including negligent acts or omissions of A.R.G.** What I am agreeing to in this clause is that, beyond the legal application of the inherent risk and assumption of the risk provisions, this separate provision means I am waiving **all claims** I might have against A.R.G. sounding in negligence. I agree that the specific risks of death, injury or other property damage are clear and unambiguous to me and that, even if a specific mechanism of injury is not listed in this

document it is my express agreement not to hold A.R.G. liable for negligence related to my death or injury or any other style of damage.

4. **Indemnity** Should A.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 (in other words, I agree to pay for...) for **all** such fees and costs.

5. **Personal Skill & Insurance** I certify that **I have sufficient skill and fitness** to participate in the activities offered at A.R.G. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

6. **Medical Issues** I further agree that, in the event that the A.R.G. deems it necessary to administer emergency first aid, CPR or AED or to remove me from its facility or premises or to seek emergency medical care for me that, by signing this document, I am giving A.R.G. permission to: administer emergency first aid or CPR or AED, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the A.R.G. By signing this document I am waiving any right to object to or bring any type of action or claim against A.R.G. for its administration of emergency first aid or CPR or AED, or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from the A.R.G.

7. **Photographic Assignment** I understand that the A.R.G. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that the A.R.G. may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by the A.R.G.

8. **Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly agree and acknowledge that this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement will apply to each and every visit to A.R.G. and all A.R.G. equipment rentals or activities in which I participate for **a period of one year from the date of my signature below**. I agree and expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with the A.R.G.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against A.R.G. I agree to do so solely in the State of Alaska, 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 and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Alaska courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy or electronic version of this release contract can be used as if it were the original. I understand that this document constitutes the entire Agreement/Contract between ourselves and A.R.G. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in or use of A.R.G. activities or premises or facilities or rental equipment, I may be found by a court of law to have waived my right to maintain a lawsuit against A.R.G.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (All 4 Pages).

I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Printed Name: _____
Address: _____ City: _____
State: _____ Country: _____ Zip Code: _____
Phone #: _____ Date: _____ Date of Birth _____
E-mail: _____

Emergency Contact: (Who Do You Want Us to Call in the Event of an Emergency?)

Name _____ Phone# _____

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