

**PLEASE READ CAREFULLY**

**YOU MUST COMPLETE AND SIGN THIS FORM BEFORE PARTICIPATING!**

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with a "rock gym", climbing wall, bouldering area, and incidental weight and fitness training regimens and equipment (referred to herein as "activity"). Although Gaun Climbing Enterprises, LLC ("Company") has taken reasonable steps to provide you with appropriate equipment and skilled instructors so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. **The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or even permanent trauma or death.** We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGMENT OF RISKS:** I/We acknowledge that the following describes some, but not all of the risks: 1) Slips, falls and painful crashes into walls, holds, rocks or other obstacles; 2) Slips, falls and crashes associated with crossing, climbing, or down climbing; 3) Injury due to equipment failure; 4) My/Our physical strength, coordination, sense of balance, and ability to follow or give directions, including while climbing, belaying, lifting, or spotting; 5) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; and 6) My/Our own actions or omissions and the actions or omissions of other participants and/or staff of the Company.

I/We understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I, and any minor children for which I am responsible, will engage in, I/we confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and I/we assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I/We also assume responsibility for damage to or loss of my/our personal property. I/We also assume risk for accidents or injuries caused by my/our own negligence or errors, or by the negligence or errors of my/our belayer(s) or spotter(s), whether or not they are a co-participant, staff of the Company, or a volunteer, and whether or not such negligence is comparative or contributory. I am aware of the meaning of the terms "Unroped Climbing" (aka "Bouldering"), "Top Rope Climbing", and "Lead Climbing" and understand the differences between the activities. I/We accept that lead climbing is the most dangerous due to the hazard to both leader and follower. I agree to be "checked out" on climbing and belaying skills prior to participation, and to follow posted rules. I/We acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that wearing a UIAA approved helmet may help assist in the prevention of head and/or neck injuries.

I/We understand that the sport of indoor rock climbing is not the same as the sport of outdoor rock climbing, that outdoor rock climbing requires additional skills and instruction that I/we cannot obtain by indoor rock climbing, and that no amount of experience and instruction in indoor rock climbing will provide me/us with the skills or instruction necessary for outdoor rock climbing.

I/We assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia); head, neck, and/or spinal injuries; heat exhaustion and/or heat stroke; shock, paralysis, and/or death.

**COVENANT OF GOOD FAITH:** I recognize that the Company, and its agents, volunteers, contractors, and employees, as provider(s) of services, will operate under a covenant of good faith and fair dealing, but that the Company may find it necessary to terminate an activity due to forces of nature, medical necessities, or problems in the group or any member of the group; and/or refuse or terminate the participation of any person the Company judges to be incapable of meeting the rigors or requirements of participating in the activity. I accept the Company's right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to climbing objectives.

**AUTHORIZATION:** I/We hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I/We either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I/We agree that any film or photographs of me/us, as participants, become the property of the Company and may be used for promotional or commercial purposes.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am parent or legal guardian, any heirs, personal representatives or assigns, do hereby release:

**GAUN CLIMBING ENTERPRISES, LLC, dba NORTH SUMMIT CLIMBING GYM,**

its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

**DURATION:** This Participant Agreement, Assumption of Risk and Responsibility, and Release of Liability supersedes all prior participant agreements, waivers, and releases between me/us and the Company. It shall not expire and shall continue in full force and effect unless superseded, modified, or terminated in a written agreement signed by me/us and acknowledged by the Company.

**I/we certify that I/we have read and understand each section of the foregoing Participant Agreement, Assumption of Risk and Responsibility, and Release of Liability, and all of the language therein. I/We understand, agree, and acknowledge that by signing this form I/we may be waiving valuable legal rights.**

<u>Participant's Name (printed)</u>	<u>Age</u>	<u>Signature</u>
_____		
Date of Birth: ___/___/___	Today's Date: ___/___/___	Phone: ___/___
Address: _____		
Street	City	State Zip
E-mail (Optional): _____		
In an emergency, notify: _____		Phone: ___/___
If the Participant is under 18, the Parent or Legal Guardian ONLY must also sign: _____		

STAFF USE ONLY: STAFF INIT. \_\_\_\_\_ AMOUNT PD \_\_\_\_\_

STUDENT YES NO BELAY CERT. YES NO