

Stone Gardens, Inc.

THE CLIMBERS GYM

or generally fail to exercise care. Participant assumes such risks. Some examples, include but are not limited to: (1) failing to clip into the auto-belay device before climbing, (2) clipping the auto-belay device into the wrong part of the harness or into something other than a real harness. These and other risks, hazards and dangers may result in the Participant falling, becoming entangled in ropes or other equipment, or colliding with objects including artificial climbing walls, holds, anchor points, people, or other objects. The activities, hazards, and other circumstances outlined in this section may result in injury, including fractures, sprains, broken bones, concussions, cuts or abrasions, mental or emotional trauma, paralysis, disability or death or other injury or illness.

(b) Therefore, I fully understand that any instruction, training, orientation, or other information and/or assistance provided by Stone Gardens cannot eliminate such risks. In both supervised and unsupervised climbing activities, I acknowledge that I am responsible for my own safety and, if I am a Parent, the safety of the Participant.

_____ [Initial]

(c) Therefore, I knowingly and voluntarily assume all risks, both known and unknown, disclosed and undisclosed, relating in any way to participation in climbing activities and fully accept responsibility for those risks identified herein, whether express or implicit, for those risks not identified, and for injury, damage, death, or other loss suffered by me and, if I am a Parent, by the Participant, resulting from participation in climbing activities and exposure to it, and/or resulting from my own negligence or other conduct, and/or the negligence of Stone Gardens' employees and/or representatives, or other Stone Gardens' Participants.

_____ [Initial]

2. **Release of Liability, Covenant Not to Sue, Waiver of Claims, and Indemnity.** For myself and on behalf of my heirs, executors, assigns, personal representatives and next of kin (and, if I am a Parent, also on behalf of my child or ward):

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING AND INITIALING. I HEREBY RELEASE, HOLD HARMLESS, WAIVE, INDEMNIFY and covenant not to sue Stone Gardens, its officers, agents, employees, volunteers, representatives, Participants, sponsoring agencies, sponsors, advertisers, applicable owners, and lessors of premises used for the climbing activities (hereinafter collectively, the "Releasees"), with respect to any and all liability, any and all claims, including personal injury and death, suits, property damage, costs, and expenses (including attorneys' fees and costs) (hereinafter collectively referred to as "Claims"), arising out of or in any way connected with my participation in the climbing activities at Stone Gardens, and as set forth in section 1, or use of Stone Gardens' equipment and facilities, and as set forth in section 1.

_____ [Initial]

3. **Representations, Warranties and Agreements.**

I represent, warrant and agree that my participation in the climbing activities is purely voluntary, and it is my choice to participate in climbing activities regardless of and with knowledge and consent to its risks; (b) I will comply with all rules and regulations of Stone Gardens; (c) I acknowledge that participating in the climbing activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a Participant to accurately represent my skill and knowledge. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in the climbing activities or to comply with my responsibilities in connection therewith. I represent that I am fully capable of participating in the climbing activities without causing harm to myself or others. I acknowledge that Stone Gardens' staff is, and have been available to me, to answer any further questions I may have about the nature and physical demands of the climbing activities and the risks, hazards and dangers associated with the climbing activities. I further promise and warrant that if I observe any unusual significant hazard during my participation, I will remove myself from participation and immediately bring such hazard to the attention of Stone Gardens.

4. **Transportation and Medical Care.**

Staff of Stone Gardens is authorized to obtain or provide medical care for Participant or to arrange for transport of Participant to a medical facility. Medical personnel are authorized to render such treatment as they deem necessary for Participant's health. Stone Gardens has no responsibility for medical care provided to Participant and I agree to pay all

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costs associated with such medical care and transportation.

5. Governing Law: Forum.

This Agreement is governed by the laws of the State of Washington. Further, venue for any proceeding arising out of or relating to Participant's participation in the climbing activities must be filed or entered into in King County, State of Washington.

6. Severability.

Any portion of this Agreement deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Agreement and the remaining provisions shall continue in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT BY SIGNING IT I FREELY AND VOLUNTARILY GIVE UP SUBSTANTIAL RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO BRING ANY CLAIM AGAINST STONE GARDENS OR ANY RELEASEE FOR ANY AND ALL CLAIMS, INCLUDING PERSONAL INJURY AND/OR DEATH, PROPERTY DAMAGES, OR OTHERWISE ARISING OUT OF MY PARTICIPATION IN CLIMBING ACTIVITIES AS SET FORTH HEREIN.

Signature of Participant:

(18 years and older must sign)

Participant Name _____

Date _____

PARENT/COURT-APPOINTED LEGAL GUARDIAN OF MINORS (UNDER AGE 18 AT TIME OF REGISTRATION)

As the parent or court-appointed legal guardian with legal responsibility for the Participant I consent and agree to the Participant's assumption of risks, release of liability, covenant not to sue, waiver of claims and indemnity as provided in this Agreement. For myself, my heirs, executors, assigns, personal representatives and next of kin I release and covenant not to sue, waive and agree to indemnify, protect, defend and hold harmless the releasees from any and all Claims relating to the Participant's participation in climbing activities in accordance with the terms of this Agreement.

Signature of Parent(s)

(or Court-Appointed Legal Guardian)

Parent/Guardian Name _____

Date _____