

**EDGEWORKS CLIMBING / STONE GARDENS
 WAIVER AND RELEASE OF LIABILITY & ASSUMPTION OF RISK**

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 Waiver and Release of Liability & Assumption of Risks (the “Waiver”) contains information about your 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 provided at the facilities known as Edgeworks Climbing and/or Stone Gardens (“Facility” or “Facilities”) owned and operated by Edgeworks Climbing, Inc. and/or Stone Gardens, Inc. (collectively, the “Climbing Gyms”), I, participants, and if applicable, Parent of a minor participant, agree as follows:

ACKNOWLEDGMENT OF RISKS

Although the Climbing Gyms have taken reasonable steps to provide me with appropriate equipment and skilled instructors or guides, **the Climbing Gyms have informed me that this activity involves serious risks. I (and my Parent(s), if I am a minor) acknowledge that participating in activities at the Climbing Gyms involves risks.** These activities vary, are strenuous and may include bouldering, climbing, belaying, lead climbing, auto belays and rappelling on the Climbing Gym’s artificial walls, outdoor walls and rock, yoga, the use of fitness machines, fitness programs, guided climbing trips (rock/alpine/ice/ski), AMGA/Commercial Guide training programs, avalanche courses, transportation to and from activities and other forms of activities (together, “Activities”). The risks inherent in each Activity cannot be eliminated without destroying the unique character of the Activity.

The following describe some, but not all of the risks:

- 1) **Risks involved in activities and premises.** Participants and others may fall or injure themselves as they participate and move about the Facilities and other premises on and in which the Activities are conducted, including in connection with travel to and from 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, which may be a participant’s own or be rented/borrowed from the Climbing Gyms, may fail, break, fall, malfunction or be misused by staff or participants.
- 4) **Risks regarding conduct.** Participants, staff and third parties may fail to exercise reasonable care relating to the activities.

These and other risks, dangers and hazards may cause participants to suffer losses of various degrees of severity, as a result of, but not limited to: 1) falling, including to the ground or other surface; 2) becoming entangled in ropes or other equipment; 3) striking the climbing surface, anchor points, or other projections; 4) colliding with or impacting falling rocks, other objects or people; and 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, potential exposure to communicable disease (including but not limited to COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors), property damage or loss, mental or emotional trauma, paralysis, disability and death.

ASSUMPTION OF RISKS

I understand that the above list of risks and possible consequences of the Activities, including Climbing Gyms’ activities and environment, 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 the Activities, including Climbing Gyms’ activities – that is, they cannot be eliminated without destroying the basic nature and attraction of the activity.

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 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 the Activities, including any activities at the Climbing Gyms, whether or not described in this document, and for injury, damage, death or other loss suffered by me resulting from those risks.**



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(Continued Page 2)

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 or assert any claim against the Climbing Gyms or their affiliates, or any of their owners, staff, landlord(s), members, agents, directors and officers ("Released Parties"), with respect to any and all claims, liabilities, suits or expenses (including attorney 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 any Activities, including activities at the Climbing Gyms (which include the use of the Climbing Gyms' climbing wall and other equipment and facilities).

I agree to indemnify, defend and hold harmless ("indemnify" meaning to protect by reimbursement or payment) the Climbing Gyms and the other Released Parties with respect to all claims, liabilities, suits or expenses (including attorney 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 my child's enrollment or participation in the Activities, including activities at the Climbing Gyms.

This Waiver includes any losses claimed to be caused in whole or in part by the negligence of the Climbing Gyms (but not its gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

MISCELLANEOUS

- 1) I am capable of participating in all above described activities without causing harm to myself or others. I agree to follow all the Climbing Gyms' rules and regulations. I acknowledge that the Climbing Gyms' 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 the Climbing Gyms' 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 the Climbing Gyms or any 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 the Activities, including those at the Climbing Gyms, must be filed or entered into only in a court within the county where the Facility resides.
- 3) I authorize the Climbing Gyms' 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 the Climbing Gyms of photo and other images of me, including those taken by staff of the Climbing Gyms,, 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.
- 6) No provision of this document may be waived or amended unless the same is signed by an officer of the Climbing Gyms.

GYM RULES - I UNDERSTAND AND ACKNOWLEDGE

Facility Rules: 1) All participants must check-in. *If you have not checked in, you do not have permission to use the Climbing Gyms Facilities.* 2) Facility orientation is required. 3) Be respectful of other climbers; no running or yelling.
Initial _____ 4) Belay, Lead, or Rappel instruction is prohibited (*except by the Climbing Gyms' staff*). **5) Youth (14 and under) must be actively supervised by an adult at all times.**

Bouldering: 1) Exit top of boulder walls through exit gates or down climb routes. *Do not jump from boulder walls.*
Initial _____ *Do not assist people topping out.* 2) Climbers must yield to rope and auto belay climbers when traversing.

Auto Belay: 1) Auto belay orientation is required. 2) Climbers must double check the auto belay is properly clipped to their harness before climbing.
Initial _____

Top Rope and Lead Climbing: All belayers or lead climbers must have a current belay or lead certification.
Initial _____ *To take a belay/lead test, please see the Climbing Gyms front desk.*

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