

ORIENTATION RECEIVED  Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_ Participant Initials: \_\_\_\_\_



**THE ROCK at DENALI GYMNASTICS  
PARTICIPANT AND LIABILITY WAIVER AGREEMENT**

Participant Name		Date of Birth (mm/dd/yy)	
Address	City	State	Zip Code
Email	Phone (home, work, cell)		
Emergency Contact Name	Emergency Contact Phone		

**User Terms and Conditions**

In consideration of the services of The Rock at Denali Gymnastics & Fitness, Inc, its rental shop/department, agents, owners, operators, stockholder, officers, directors, independent contractors, participants, employees, insurers, wall builders, wall designers, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "THE ROCK"), I hereby agree to release and discharge THE ROCK on behalf of myself, my parents, my heirs, assigns, personal representative(s) and estate as follows:

1. THE ROCK and any of its employees, directors, officers, agents, representatives, or assigns reserves the right in its sole discretion to refuse entry, or to remove any User ("Participant") from THE ROCK's property (the "Facility"), or from participation in any activity organized by THE ROCK outside of the Facility (hereinafter "Outside Activity") for any reason whatsoever. Any such refusal of entry or removal by THE ROCK shall be in its sole discretion.
2. THE ROCK shall not be responsible for the safekeeping, loss, theft, or damage of any Participant's property that is brought into the Facility or brought on any Outside Activity.
3. Participant shall comply with and observe all rules and regulations of THE ROCK and the terms and conditions of this Agreement at all times.
4. Should Participant damage or break any of THE ROCK's equipment or property, Participant shall be liable for the reasonable cost of necessary repairs or replacements to such equipment or property.

**THE ROCK Liability Waiver**

**1. Inherent Risks.** I understand that roped climbing, bouldering, weight lifting, cardiovascular training, yoga, slack-lining, and other activities now available or that may become available at THE ROCK, as well as preparation for participation in, coaching or spotting, volunteering, and all other aspects involved with these activities (collectively referred to hereinafter as "Activities") are inherently dangerous activities involving foreseeable and unforeseeable risks. Certain risks cannot be eliminated without destroying the unique and exciting character of the Activities. The same elements that contribute to the unique and exciting character of the Activity can be causes of serious injury to persons, death, and/or loss of or damage to equipment and can occur by accident, through negligence, or even intentionally. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is NOT a guarantee of safety, and injury or death may still occur.

I specifically acknowledge that the inherent risks associated with the Activities at THE ROCK include, but are not limited to, falling, collisions with objects, people or structures, being struck by other participants or objects, loose holds or other equipment failure, the actions of other participants including negligence or inexperience, overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events or circumstances. I understand that injuries of all types are a common and ordinary occurrence of the Activities. I know that the risk of severe injury and even death exists in the participation of the Activities.

I understand and expressly acknowledge that I have the responsibility of my own safety while participating in any or all of the Activities associated with or provided by THE ROCK. 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 THE ROCK of anything which I consider to be unsafe or to refuse to participate. I understand that maintenance of the Facility and equipment, training, coaching, instruction, supervision, enforcement or lack thereof of any rules or regulations, route setting, or any added safety measures by THE ROCK do not and cannot guarantee my safety. I hereby represent that any of my own equipment that I use at the Facility is safe and in no way shall THE ROCK be liable for any damages caused to myself or a third party for any failure of such equipment.

***I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my use of or participation in THE ROCK facilities, equipment, rentals or Activities.***

**2. Express Assumption of Risk.** I expressly agree and promise to accept and assume all the risks existing in the premises, facilities, rented equipment or activities involved or associated in any way with THE ROCK and/or my participation with or at THE ROCK facilities, equipment or Activities. My participation in these activities and at these premises is purely voluntary and I elect to participate in spite of the risks.

**3. Release and Waiver of Rights Including for Claims of Negligence.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless THE ROCK from any and all claims, demands, or cause of action which are in any way connected with my participation in these Activities or my use of THE ROCK's equipment, rentals or facilities, including any such claims which allege negligent acts or omissions of THE ROCK.

**4. Indemnity.** Should THE ROCK 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...) all such fees and costs.

**5. Personal Skill and Insurance.** I certify that I have sufficient skill and fitness to participate in the Activities offered at THE ROCK. 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 transportations 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.** In the event that THE ROCK 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 THE ROCK 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 Facility. By signing this document I am waiving any right to object to or bring any type of action or claim against THE ROCK for the aforementioned medical decisions.

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

**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 (hereinafter "Waiver") are contractual in nature and that I am signing it of my own free will. I expressly agree that the terms and conditions of this Waiver are contractual in nature and that I am signing it of my own free will. I expressly agree and acknowledge that this Waiver will apply to each and every visit to THE ROCK and all THE ROCK equipment rentals or activities in which I participate for a period of **1 year**. I agree to update my records if there are changes in my condition before this waiver expires. I agree and expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract.

**9. Forum Selection, Severability, Breach of Contract/Warranty Waiver, ETC.** In the event I file against THE ROCK 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 of this Waiver can be used as if it were the original. I understand that this document constitutes the Agreement/Contract between ourselves and THE ROCK 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 THE ROCK 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 Denali Gymnastics & Fitness, Inc, on the basis of any claim from which I have released them herein.**

**I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT (2 PAGES), AND I AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SIGNATURE OF PARENT OR LEGAL GUARDIAN REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18**

I, as parent or legal guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in this Waiver and agree to its terms, for myself and on behalf of the minor for whom I sign.

**Parent or Legal Guardian**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Relationship to Climber: \_\_\_\_\_

If Legal Guardian, Type of Documentation on file \_\_\_\_\_