

Belay Certification: Initials: _____ Date: _____ TR _____ Lead _____

INCLIMB, LLC participant agreement, release & acknowledgment of risk.

****This document must be read, initialed on line items, signed and filled out with a complete address to allow participation at any level.****

In consideration of the services of INCLIMB, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge INCLIMB, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate AS FOLLOWS:

initial ____ 1. I acknowledge that rock climbing on an artificial climbing wall or on natural rock outdoors entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Such risks include, among other things: falling off the wall or rock, loose and/or damaged artificial holds or loose rock; rented equipment failure, falling to the ground, on other users, or being fallen on by other users; abrasions from the wall or rock, ropes, pads, or the floor/ground; equipment failure; belay and/or belayer failure; climbing out of control or beyond ones personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

initial ____ 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

initial ____ 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless INCLIMB 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 INCLIMB'S equipment or facilities, including any such claims which allege negligent acts or omissions of INCLIMB.

initial ____ 4. Should INCLIMB 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 for all such fees and costs.

initial ____ 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

initial ____ 6. In the event that I file a lawsuit against INCLIMB, I agree to do so solely in the state of Oregon, 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. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against INCLIMB on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms.

Participant's birth date: _____/_____/_____ Today's Date: _____/_____/_____

Participant's Name(printed): _____ Signature: _____

Address/State/zip: _____

Phone:(____) _____

In case of emergency, please notify: _____ Phone:(____) _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(must be completed if participant is under the age of 18.)

In consideration of _____ (print minor's name)("Minor") being permitted by INCLIMB to participate in it's activities and to use its equipment and facilities, I further agree to indemnify and hold harmless INCLIMB from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ PrintName: _____

Date: _____