

KENDALL CLIFFS CLIMBING CENTER
ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY
and RELEASE OF LIABILITY

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 we have taken reasonable steps to provide you with appropriate equipment and/or 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 in extreme cases, 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.

INITIAL _____

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all of the risks: 1) Falls and painful crashes into wall, rocks or other obstacles; 2) Risk associated with crossing, climbing, or down climbing; 3) Equipment failure; 4) My 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) The actions of other participants.

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

INITIAL _____

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 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 assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume risk for accidents or injury caused by the negligence of my belayer or spotter whether 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 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 acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that wearing a UIAA approved helmet may help prevent head and/or neck injuries.

I 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, abrasion, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries; insect bite or allergic reaction; shock, paralysis, and/or death.

INITIAL _____

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your 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.

INITIAL _____

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I 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 agree that any film or photographs of me/us, as participants, become your property and may be used for promotional or commercial purposes.

INITIAL _____

RELEASE: In consideration of, and in recognition of the inherent risks of the activity associated with the use of the Kendall Cliffs facility, I and/or on behalf of any minor children which I am responsible for, agree, on behalf of myself, my/our heirs, representatives, successors, executors, administrators and assigns, to hereby release, waive, discharge and agree not to sue Kendall Cliffs, its officers, directors, shareholders, agents and employees, from any and all claims or demands, obligations and or causes of action of any nature whatsoever which I may have against Kendall Cliffs, officers, directors, shareholders, agents and employees, on account of any personal injury, property damage, death or accident of any kind, arising out of or in any way connected with the use of the Kendall Cliffs facility or equipment, whether my/our use is supervised or unsupervised and I/we agree to indemnify and hold harmless the persons or entities mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my/our actions.

INITIAL _____

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I have read and understood the foregoing acknowledgement of risk, assumption of risk and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights.

PARTICIPANT'S NAME (printed)_____

Age_____

Date of Birth ____/____/____

Address_____

City_____

State_____

Zip_____

Phone_____

In an emergency, notify_____ **Phone**_____

Signature_____ **Today's Date**____/____/____

Parent/Guardian Signature (if participant is under 18)_____

BELAY CERTIFICATION

In order to participate as a certified belayer at Kendall Cliffs, the participant must be at least 16 years of age and be able to show proof of belaying safety skills. These belaying skills are as follows, but not limited to: 1) The belay device must be attached correctly; 2) The climber must tie in with a figure eight retrace knot backed up with a double fisherman's knot; 3) The climber and belayer must check each other's knots, harnesses and safety systems; 4) The climber and belayer must exchange the standard safety commands before climbing; 5) The belayers brake hand must **never** leave the rope; 6) The belayer must safely catch one announced fall and two unannounced falls. I have read and understand the safety procedures and guidelines for belaying at Kendall Cliffs. I also understand that I must be tested by a Kendall Cliffs employee before I may belay any climber.

Participants Signature_____

Date____/____/____

Pass_____ **Fail**_____

ADDITIONAL FEATURES AND POLICIES

- There are lockers, rest rooms and snacks in the gym. Our retail area has a wide selection of items for sale.
- **Please place all personal items in lockers, we are not responsible for lost or stolen belongings.**
- Check out the many options for individual and group instruction, team building programs and group events.
 - Don't hesitate to ask us... we are here to help.
 - Be nice to everyone!