

PARTICIPANT AGREEMENT RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym, their agents, owners, officers, volunteers, participants, employees, and all other persons of entities acting in any capacity on their behalf (here in after collectively referred to as ("see below")), I hereby agree to release and discharge Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing at a climbing gym or on a portable climbing wall entails known and unanticipated risks. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: climbing on, or falling off, the artificial climbing structures, falling to the ground, on other users or being fallen on by other users, abrasions from the walls, ropes, pads, or the floor, equipment failure, belay failure, or climbing out of control or beyond ones personal limits.

Furthermore, Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym, employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless "Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym," 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 "Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym,"'s equipment or facilities, **including any such Claims which allege negligent acts or omissions** Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym,".

4. Should "Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym," 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.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else 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 else I am willing to assume -- and bear the costs of-- all risks that may be created, directly or indirectly, by any such condition.

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 Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym," 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 I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____
Address: _____
Phone: _____ Date: _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym, to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless "Aspiring Heights, Pacific Edge, Valley Rock Sports, Twisters, CityBeach, Planet Granite, Class 5 / Yosemite, Granite Arch and Bridges Rock Gym" 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: _____

Print Name: _____ Date: _____

Minor Name: _____ Signature: _____ Date: _____