

**ROCK-ABOUT INC.
PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK**

NAME _____
ADDRESS _____
CITY/STATE _____
PHONE _____
DOB _____

PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY: YOU ARE ENTERING A LEGALLY BINDING CONTRACT WITH US.

In consideration of the services of Rock-About Inc., 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, indemnify, and discharge Rock-About Inc., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in rock climbing on an artificial wall or natural rock entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: falling off the wall; loose or damaged artificial or natural holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the rocks or wall, ropes, pads, or the ground or floor; 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.

Furthermore, Rock-About Inc., employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness/health or abilities. They might misjudge specific situations, elements, or the environment/facilities, and its equipment. 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 Rock-About Inc., 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 Rock-About Inc., equipment or facilities, including any such claims which

allege negligent acts or omissions of Rock-About Inc.

4. Should Rock-About Inc., 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 my any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against Rock-About Inc., I agree to do so solely in the state of Texas, 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 rights to maintain a lawsuit against Rock-About Inc., 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 _____ 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 Rock-About Inc., to participate in its activities and to use its equipment, I further agree to indemnify and hold harmless Rock-About Inc., 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.

Signature of Parent or Guardian _____ Print
Name _____ Date _____