



AUSTIN ROCK GYM

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**AGREEMENT, INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY**

Please read this document carefully. It affects your legal rights in the event of an injury or other loss arising from participation in an activity of Austin Rock Gym, Inc. ("ARG"). It must be signed by all adult participants and by the parent or guardian (each referred to as "Parent") of a minor (under 18 years of age) participant. **Participants, regardless of the nature of the activity, are referred to in this agreement as "climbers".** In consideration of the services of ARG I, adult climber or Parent, agree as follows:

1. Activities and Risks:

Climbers will be engaged in wall or rock climbing and/or a variety of fitness and exercise activities, including yoga; and they will move about the ARG indoor facilities, use its equipment and travel to and move about climbing sites in remote outdoor locations. The risks of these activities include, among others, the following: falling from the climbing surface; loose, unstable and damaged natural or artificial holds; swinging into and otherwise colliding with other climbers and natural and man-made structures; abrasions from the walls or rock or other surfaces, ropes and pads; the use, misuse and malfunction of belay equipment and other support mechanisms including harnesses, climbing ropes and related equipment; the use and misuse and malfunction of fitness and exercise equipment; persons climbing out of control or beyond personal limits, overexertion, preexisting injuries and medical conditions, and inadequate physical conditioning; and the negligence of other climbers and other persons who may be present. Risks particular to outdoor environments include walking on uneven terrain, slips and falls, being struck by rock fall or other objects dislodged or thrown from above; environmental hazards including harmful plants, animals and insects, lightning, sudden weather changes, and extreme heat and cold related illnesses; and delays in evacuation and emergency medical care. While ARG employees seek to manage the risks of climbing and other activities, they are not infallible and may make mistakes, including, among others, being unaware of a participant's fitness or abilities, and failing to give adequate warnings or instructions.

I understand that such risks are inherent in ARG activities and moving about its and other premises and using its equipment and cannot be eliminated without jeopardizing the essential qualities of the activity.

2. Assumption of Risks: I accept and assume all the risks of climbing and other ARG activities, inherent or not and whether or not described above. If the climber is a minor, I have explained the risks to him or her. My, or the child's, participation in this activity is purely voluntary, and I, or the child, elect to participate in spite of the risks.

3. Release and Indemnity: **I, an adult climber, or parent of a minor climber hereby voluntarily release, forever discharge, and agree to indemnify (that is, defend and protect, including by paying or reimbursing claims, costs and attorneys fees) Austin Rock Gym, Inc., its agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on ARG's behalf ("Released Parties") from any and all claims, demands, or causes of action, which are in any way connected with my, or the minor climber's, participation in an ARG activity or my or the child's use of ARG's equipment or facilities. The agreement of indemnity is intended to include claims arising out of losses suffered by me (an adult climber or Parent) or the child and losses caused by me or the child. The agreements of indemnity and release include claims of negligence of a Released Party, but not gross negligence or intentionally wrongful acts.**

4. If I, or the child, or anyone acting on behalf of me or the child, should file a lawsuit against a Released Party, I agree that it shall be filed and maintained solely in a court of competent jurisdiction in Travis County, Texas. I further agree that the substantive laws of the State of Texas shall apply in that action without regard to the conflict of law rules of Texas. 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 I or my minor child is hurt or property is damaged during my or the child's participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ARG or another Released Party on the basis of any claim from which they have been released herein and will protect the Released Parties from claims of the minor child, if any.**

I have carefully read and understood this document, and I agree to its terms, for myself, my estate, and all members of my family who may have a claim in the event of a loss suffered by me or the child.

Signature of Participant \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

DOB	___ / ___ / ___	Gender	___
Street	_____	City	_____
State	___	Zip	_____
Phone ( )	_____ - _____	Email	_____
Emergency Contact Person	_____	Phone ( )	_____ - _____
Parent or Guardian:	_____	Print Name:	_____
Date:	_____		