

**ROCKTOWN, LLC (DBA ROCKTOWN CLIMBING GYM)/TOUCHSTONE YOUTH PROJECT, INC.  
Participant Agreement, Release of Liability & Assumption of Risk and  
Indemnity**



**NOTICE: This is a legally binding agreement, read this carefully before signing. Please consult legal counsel if there is any part of this contract that you do not understand.**

<b>Name</b>	<b>Date of Birth</b>	<b>Member #:</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Email</b>	<b>Phone</b>		
<b>Emergency Contact</b>	<b>Emergency Phone</b>		

There are significant elements of risk in any adventure sport or activity associated with a “rock gym”: climbing wall, bouldering area, rock climbing, challenge course, and/or incidental fitness training regimens and equipment (referred to herein as the “ACTIVITY”). We have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an activity at which you may or may not be skilled; however, we wish to remind you the ACTIVITY has foreseeable and unforeseeable risks and certain risks cannot be eliminated without destroying the unique and exciting character of the ACTIVITY. The same elements that contribute to the unique and exciting character of the ACTIVITY can be causes of serious injury to persons, death, and/or loss of or damage to equipment and can occur by accident, through negligence, or even intentionally. It is important for you to know in advance what to expect and to be informed of the inherent risks.

In consideration of the ACTIVITY of Rocktown Climbing Gym/Touchstone Youth Project (RCG/TYP), its agents, officers, directors, employees, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as the “Releasees”), I voluntarily agree to release, indemnify and forever discharge and hold harmless the Releasees from any and all claims, demands, or causes of action, which are in any way connected with my participation in the ACTIVITY or my use of Rocktown/Touchstone’s equipment or facilities, including any such claims which allege negligent acts or omissions of any Releasee, on behalf of myself, my children, my parents, my guardian, my heirs, my assigns, my personal representative and my estate as follows:

1. PARTIAL LISTING OF RISKS: I acknowledge the inherent known and unanticipated risks of the ACTIVITY, including those which could occur on artificial walls and result in loss or damage to my equipment, or accidental physical or emotional injury, illness, or in extreme cases, permanent trauma or death. I realize that these risks cannot be eliminated without jeopardizing the essential qualities of the ACTIVITY. The risks may include but are not limited to: falling off the wall, falling off loose holds, falling to the ground, falling on others, or being fallen on by others; loose and/or damaged holds, falling objects including concrete pieces, holds, bolts, climbing gear, and other related hardware; abrasions from walls, ropes, pads, and/or the floor; equipment failure, rental equipment failure, belay and/or belayer failure; climbing out of control or beyond ones personal limits; injuries resulting from the negligence of other climbers, visitors, participants, officers, directors, employees, volunteers, agents, or other persons who may be present; and/or my own negligence and/or over training; negligence of designers, manufacturers, installers of facilities, climbing walls or equipment; injuries occurring in the climbing area but also the hallway, the office, the locker room, the rest rooms, the parking lot, the property surrounding the gym. I agree that there are possible accidents which I cannot foresee, and that RCG/TYP cannot foresee. I understand that there are also unforeseeable and freakish accidents which may occur and I assume all risk associated with such accidents. I agree to pay attention to the condition of my equipment, the ropes and anchors in the gym and to advise staff if I inflict or notice any damage.

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2. EXPRESS ASSUMPTION OF RISKS: I am aware that the ACTIVITY entails risks of injury or death to any participant. I understand the description above of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in the ACTIVITY is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I expressly agree and promise to accept and assume all of the risks which exist in the ACTIVITY.

I agree that if an employee/coordinator makes a specific request or gives an instruction to me, I will comply. I accept that if I choose to ignore or disobey instructions given to me that, for my own safety and the safety of others, I may be permanently removed from the facility and/or program. I agree that the jobs of RCG/TYP employees are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions but that they are not infallible. It is entirely possible that the equipment being used might malfunction, be defective, and/or fail. I agree that RCG/TYP employees may not be aware of a participant’s health, fitness or abilities. They might misjudge specific situations, elements of the facilities and its equipment. They may give inadequate warnings or instruction, and the equipment being used might malfunction.

I agree to assume all risk of loss or damage to my equipment, or accidental physical or emotional injury, illness, or in extreme cases, permanent trauma or death that may occur while I am on gym property. I hereby voluntarily release, remise and forever discharge and covenant not to sue the Releasees, from all liability for any such personal injury that I may incur, and any and all claims, demands or causes of action, which are in any way connected with my participation in the ACTIVITY or my use of RCG/TYP's equipment and/or facilities.

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3. INDEMNITY-ATTORNEY'S FEES-JURISIDICITION-VENUE: In the event any claim, demand or cause of action is made against a Releasee by the undersigned or by any minor over who, I have supervisory responsibility at the facilities of RCG/TYP (whether or not the undersigned is physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless, and defend the said Releasees, including the payment of reasonable attorneys fees, including indemnify (with payment of costs and a reasonable attorneys fee) for any claim arising in whole or in part from alleged negligent action or inaction on the part of any Releasee. Should any Releasee 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 harmless that party for all such fees and costs.

In the event that I file a lawsuit against RCG/TYP or any other Releasee, I agree to do so solely in the state of Oklahoma, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict 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 RCG/TYP or any other Releasee on the basis of any claim from which I have released them herein

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4. CAPABILITIES-HEALTH-INSTRUCTION: I certify that I have no medical, emotional and/or physical conditions which could interfere with my safety in this activity, 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 certify that I am fully capable of participating in this activity. Therefore I assume and accept full responsibility for myself, including all minor children in my care, custody and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. In the event of any injury or illness, I hereby authorize any medical treatment deemed necessary.

I understand that indoor/artificial rock climbing is not the same as outdoor rock climbing, and that additional skills are necessary for outdoor rock climbing that cannot be acquired in the gym. I agree to seek qualified instruction before attempting to climb outdoors. I further agree to assume all risk of personal injury, including paralysis and death that may occur while I am climbing anywhere, at any time. I hereby voluntarily release, remise and forever discharge and covenant not to sue the Releasees from all liability for any such personal injury that may occur, and any an all claims, demands, causes of action, which allege negligent acts or acts of omissions of any Releasee. I understand that this Agreement releases my claims for personal injury, including death based in total or in part upon the negligent action or inaction of any Releasee.

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5. HELMET WAIVER. You acknowledge a UIAA approved helmet may help prevent head injuries. You are refusing this safety precaution against the advice of RCG/TYP and its insurance company, and you hereby waive and release RCG/TYP, its officers, directors, shareholders, employees, and agents from any and all liability associated with your voluntary refusal to wear a safety helmet.

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6.PHOTO-VIDEO AUTHORIZATION: I grant RCG/TYP permission to use my photographs, video images and/or quotes in any Rocktown/Touchstone publicity pieces. Publicity pieces include (but are not limited to) news releases, videos, publications, displays, newsletters, brochures, and web use.

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7. TRANSPORTATION: Participants are expected to provide transportation for themselves to and from the site of activities. In the event that transportation by a Releasee is accepted by a participant, I hereby voluntarily release, indemnify, remise, forever discharge, hold harmless and covenant not to sue the Releasees from all liability for any such personal injury that may occur, and any and all claims, demands, causes of action, which allege negligent acts or acts of omissions of any Releasee which are in any way connected with transportation of the participant.

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8. SAFETY GUIDLEINES/RULES FOR RCG/TYP:

Please read each of the following guidelines and initial in the box provided at the end of this section. If you have any questions please inquire with RCG/TYP staff. RCG/TYP requires that parents or legal guardians of participants under the age of 18 initial for that participant, after thoroughly explaining the guidelines.

- I acknowledge and understand that, as a user of RCG, I have a responsibility to conduct myself and any and all persons under my supervision, including minor children, in a proper, courteous, and safe manner.
- I acknowledge and understand that no one may use the equipment and/or facilities at RCG while under the influence of alcohol, drugs or controlled substances.
- I acknowledge that for liability and safety reasons, NO PETS are allowed on the premises.
- I acknowledge that NO STREET SHOES are allowed when rock climbing, climbing shoes are required.
- I acknowledge that all Visitors and Members must check-in at the front desk prior to climbing or belaying.
- I acknowledge and understand that all Visitors and Members must be Belay/Safety Certified in order to climb at RCG (Belay Orientation/Safety Class and Private Group participants will receive the necessary instruction before their session begins).
- I acknowledge and understand that all climbers must wear a helmet or sign a Helmet Waiver.
- I acknowledge and understand that in order to belay at RCG without staff supervision I must be Belay Certified.
- I acknowledge and understand that in order to lead climb at RCG I must be Lead Certified.
- I acknowledge and understand that only RCG/TYP staff are permitted to teach belay skills on the premises.
- I acknowledge and understand that RCG/TYP has the right to deny access to its facilities to any person, permanently or for a specific period of time, for any failure to adhere to the Safety Guidelines and Regulations, or for any conduct that is viewed as unsafe, inappropriate, or unhealthy, including but not limited to: horseplay, foul or rude language, or defiance of a RCG/TYP staff request.

I have read and agree to abide by all RCG/TYP rules.

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I certify that I have carefully read, clearly understood and have had sufficient opportunity to read this entire document and the terms and conditions stated herein. Further, I agree to be bound by its terms and acknowledge that this Agreement shall be effective and binding upon my heirs, assigns, personal representative and estate and for all members of my family, including minor children. I understand that this Agreement is a contract. I sign it of my own free will.

Signature	Date
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**MINOR AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY  
(only those signing for minors complete this section)**

**INSTRUCTIONS:** Parent/guardian must initial and sign above, as well as initial and sign below.

**PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION (for participants under 18 years old)**

In consideration of the Minor listed above (hereafter "Minor"), being permitted by Rocktown/Touchstone to participate in its activities and to use its equipment and facilities, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety. I further agree to indemnify and hold harmless the Releasees 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. This Agreement applies to and binds myself, my children, my parents, my guardian, my heirs, my assigns, my personal representative and my estate.

Parent/Guardian Printed Name	Relationship to Minor
Parent/Guardian Signature	Date