## ACKNOWLEDGEMENT OF HAZARD, ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR: COYOTE ROCK GYM LTD.

In consideration of my being allowed to use the COYOTE ROCK GYM climbing facility, I the undersigned, hereby agree to and acknowledge the following:

- 1. ASSUMPTION OF RISK: I hereby acknowledge and accept and agree that the sport of rock climbing and the use of the COYOTE ROCK GYM climbing facility involve inherent risks. I received full information and the opportunity to ask any questions that I acknowledge of the nature and extent of all the risks associated with rock climbing and the use of the Climbing Facility, including, but not limited to:
  - a. All manner of injury resulting from my falling off or from the Climbing Wall and hitting the floor, wall faces, people or rope projections, whether permanently or temporarily in place;
  - b. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall such as, but not limited to climbing, belaying, lowering on ropes, rescue systems, and any other rope techniques;
  - c. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, holds, climbing hardware or wall parts;
  - d. Cuts and abrasions resulting from skin contact with the Climbing Wall or any other surface;
  - e. Failure of ropes, slings, harnesses, climbing holds, anchor points, or any part of the Climbing Wall;
  - f. Failure to follow COYOTE ROCK GYM instruction or failure to ask for information.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the COYOTE ROCK GYM facility.

- 2. AGREEMENT TO FOLLOW SAFETY POLICIES OF COYOTE ROCK GYM: I accept full responsibility for my own safety and the safety of other climbers while on the premises of COYOTE ROCK GYM or its affiliates. I agree to abide by, and help to enforce the following safety procedures:
  - 1) All climbers must participate in the Climbing Wall orientation, must be familiar with the following policies, and must have signed and filed this form with COYOTE ROCK GYM to climb or boulder on the Climbing Walls.
  - 2) All Climbing Wall users must undergo a belay skills test in order to become a qualified user. New belayers will be trained and qualified by a COYOTE ROCK GYM Climbing Wall Instructor.
  - 3) All unbelayed climbing (bouldering) is prohibited except in the designated Bouldering Areas with the climbers feet never off the ground more that six feet.
  - 4) All climbing equipment not provided by COYOTE ROCK GYM must be approved by the COYOTE ROCK GYM supervisor or instructor.
  - 5) All belayed climbing must be on COYOTE ROCK GYM provided ropes and must be belayed using a Petzl Gri-Gri. Roped climbers and belayers must wear an approved harness.
  - 6) Climbers will tie the rope directly into their harness with a figure eight retrace knot with a single overhand or double fisherman's (barrel) keeper knot.
  - 7) Helmets are required for all climbing unless the Helmet Waiver is signed.
  - 8) All climbers must inform COYOTE ROCK GYM and all other climbers of any situation seen as unsafe or not in accordance with the Safety Policies. All climbers are asked to assist and encourage less experienced climbers. All accidents or equipment damage must be reported immediately.
- 3. RELEASE: I hereby release and discharge COYOTE ROCK GYM LTD., its owners, affiliates, agents and employees, and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including attorneys fees and disbursements) incurred by me arising out of the use or intended use of the Climbing Wall, including, without limitation, all claims for claims for property damage, personal injuries or wrongful death except to the extent that such loss or damages is caused by or results from the gross negligence of any such party. This release is binding on my heirs, assigns and agents. If I see or hear anything I feel is questionable or dangerous, it is my responsibility to ask or inform COYOTE ROCK GYM employees, until corrected or satisfactorily answered.
- 4. INDEMNIFICATION: I hereby agree to identify and hold harmless COYOTE ROCK GYM its owners, affiliates, agents and employees, and their successors, and assigns, from any and all causes of action, claims demands, losses and costs of any nature whatever arising out of or in any way relating to my use of the Climbing Wall, except to the extent that the same is caused by or results from the gross negligence of any such party. This indemnification is binding on my heirs, assigns and agents.

COYOTE ROCK GYM LTD. reserves the right to deny access to its facilities to any individual permanently or for a specified period of time for any breach of any of the Safety Policies, or for any conduct that is viewed as unsafe or inappropriate.

I am 18 years of age or older and as part of this contract, in consideration of my use of the COYOTE ROCK GYM climbing facilities, I acknowledge:

(Re-write sentence on above line)				
Customer Signature -				
Customer Name (Block Letters) -				
Date of Birth (D/M/Y) -	Current Date - (D)(M)	201_		
Address -	Telephone #			
		Over		

## Helmet Waiver

I, the undersigned, recognize the dangers inherent with climbing activities. I am assuming the hazard of this risk upon myself since I wish to climb. I realize I am subject to injury from this activity and that no form of preplanning can remove all of the danger to which I am exposing myself. The safety procedures I will learn during my orientation at Coyote Rock Gym are specific to this environment, I realize that outdoor climbing poses additional risks which require qualified instruction. The use of climbing helmets outdoors is essential to prevent injury from falling rocks, ice etc., and in the event of certain accidents, a protective helmet can prevent head injury. Although the dangers of falling rocks are not an issue with indoor climbing, you are being offered a protective helmet, which is available at the front desk. As a climber at Coyote Rock Gym, I realize that not wearing a protective helmet can expose me to additional risk of injury.

Customer must	vrite "I have read and unde	erstand the above c	on the line above!
	Customer Sig	gnature	
			Management and the contract of
Date of Birth			Da

