

# Stone Moves, Inc.

## PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

Climber Name: _____	Date of Birth: _____
Address: _____	City/State: _____ Zip: _____
Phone: _____	Email: _____

In consideration of the services of Stone Moves Inc., their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SM"), I hereby agree to release, indemnify and discharge SM, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

(initial)\_\_\_\_\_ I acknowledge that climbing an artificial climbing wall 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 and/or damaged artificial holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the wall, ropes, pads or the 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.

(initial)\_\_\_\_\_ 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.

(initial)\_\_\_\_\_ I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SM 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 SM's equipment or facilities, **including any such claims which allege negligence or acts of omissions of SM.**

(initial)\_\_\_\_\_ Should SM 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.

(initial)\_\_\_\_\_ 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 to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

(initial)\_\_\_\_\_ In the event that I file lawsuit against SM, 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 right to maintain a lawsuit against SM 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.**

Climber Signature \_\_\_\_\_ Print Name: \_\_\_\_\_ Date \_\_\_\_\_

### PARENT/ TEMPORARY GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minors name) ("Minor") being permitted by SM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SM 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.		
Temporary Legal Guardian Signature: _____	Print Name: _____	Date: _____

Certification Level: \_\_\_\_\_ Date of Cert. \_\_\_\_\_  
 Boulder Only \_\_\_\_\_ Instructor \_\_\_\_\_  
 Climb \_\_\_\_\_  
 Climb/ Belay \_\_\_\_\_ Entered by: \_\_\_\_\_

