

Climbing Performance Institute, Inc.

**The Climbing Place**

**PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK for the year of 2007-2012**

In consideration of the services of Climbing Performance Institute Inc., The Climbing Place, 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 CPI), I hereby agree to release, indemnify, and discharge CPI, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks which 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 walls, ropes, pads, or the floor; equipment failure; belay and/or belayer failure; climbing out of control or beyond ones personal limits; the negligence of the climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.
  - Furthermore, CPI employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instruction, and 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 CPI 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 CPI equipment or facilities, including any such Claims which allege negligent acts or omissions of CPI.
4. Should CPI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce the 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 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 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 CPI, I agree to do so solely in the state of North Carolina, 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 CPI 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: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_ 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's Age) \_\_\_\_\_ being permitted by CPI to participate in the activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CPI 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.

Parent/Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Belayer? Yes \_\_\_\_\_ No \_\_\_\_\_ Instructor's Initials: \_\_\_\_\_

AG <input type="checkbox"/>	YG <input type="checkbox"/>	CG <input type="checkbox"/>	SG <input type="checkbox"/>	BP <input type="checkbox"/>	PT <input type="checkbox"/>	FT <input type="checkbox"/>	WI <input type="checkbox"/>	Oth <input type="checkbox"/>	
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**The Climbing Place**

**SAFETY RULES AND REGULATIONS**

1. Everyone must sign a waiver to climb here—a new waiver each five year period.
2. Belayers and lead climbers must be certified by The Climbing Place staff.
3. All belayers must be anchored to the floor.
4. BOULDERING:
  - » NO Bouldering over 8 feet if climbing over the cement floor.
  - » Bouldering over regrind only up to 12 feet and must have a spotter.
5. Lead climber must use adequate protection to eliminate ground fall potential.
6. Harness and belayed top rope required to climb above 8 feet.
7. Personal belay device must be approved by The Climbing Place staff.
8. Personal harness must be approved by The Climbing Place staff.
9. Tie in only with a figure-eight follow-through with a safety knot.
10. Before belaying, check to ensure carabiner is locked and not side loaded.
11. Before climbing, check and recheck harness and tie-in knot.
12. No one under the influence of alcohol or drugs allowed on the premises.
13. No climbing directly above or below other climbers.
14. No bare foot climbing.
15. Parental supervision of kids under the age of 14 required unless he/she is a climbing team member.
16. No smoking.
17. KID'S BOULDERING RULES: Adults Need to Spot Child.
18. **NO running.**  
**NO swinging/pulling/climbing on ropes.**  
**NO touching ropes unless tied in and climbing.**  
**NO going between climber and belayer.**  
**NO getting too close to climbers in case they fall.**

Participating Climber's Signature: \_\_\_\_\_

Parent's or Guardian's Signature,  
if participant is under 18 years: \_\_\_\_\_

**Remember: We do birthday parties, groups of all kinds, scouts, youth teams, etc. ASK our friendly instructors for more Information.**

Check our website for Daily, Weekly, and Monthly Specials!

HAVE A GOOD CLIMB!



FROM THE CLIMBING PLACE!

**A Quick Survey:**

How did you hear about our facility? \_\_\_\_\_

We are a family friendly facility and desire to have satisfied customers.  
Please inform us of any suggestions, so we can provide you with better customer service.