

CORAL CLIFFS. 954 321 9898

Your indoor rock climbing gym – FT. LAUDERDALE, FLORIDA

Participant Agreement, Release of Liability, and Acknowledgement of Risk

READ CAREFULLY THIS IS A RELEASE AND AFFECTS YOUR LEGAL RIGHTS.

PARTICIPANT NAME (print) _____

Instructions for Parents and Legal Guardian-Participants under the age of 18 must have this document read, initialed and signed by their own parents, or Legal Guardian. Legal Guardian will need to provide supporting documentation. **Notice – this is a legally binding agreement, read this carefully before signing. Please feel free to consult with legal counsel of your choice. Alterations to this document of any kind, including, but not limited to, cross outs, are not permitted.** . **NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RAS DASHEN LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OF KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM RAS DASHEN LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RAS DASHEN LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

In consideration of the services of RAS DASHEN LLC, its agents, officers, shareholders, directors, employees, volunteer, participants, wall builders, wall designers, hold manufacturers, leasers, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as(**Releasees**)), I agree to release and discharge **Releasees**, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate as follows.

1 - I acknowledge the inherent extreme risks in rock climbing activities, including those which could occur on artificial climbing walls and result in physical or emotional injury, paralysis, death, or damage to me, property belonging to me, **Releasees** and/or third parties. I realize these risks cannot be eliminated and include, among other things, but are not limited to, climbing or falling off of the climbing wall ; being fallen upon by other users ; entanglement in ropes ; impacting the ground and/or climbing wall ; being struck by broken or dropped holds ; dropped Ice tools; injuries from Ice tools ; abrasions and/or injury from walls, climbing walls, ropes, holds , loose holds, dropped holds, broken holds, pads, anchors, bolts and /or the floor ; equipment failure ; belay failure ; climbing out of control or beyond ones limits ; negligence of the other climbers, visitors, participants, belayers, or other persons who may be present ; and/or my own negligence. I understand that there are also unforeseeable accidents which may occur, and I assume all risks associated with such accidents. I further agree to assume all risks for all other activities which may occur at RAS DASHEN LLC, including, but not limited to, any type of fitness class or activity, yoga, team building activities, birthday parties, weight, strength and cardio training, aerobics, dance and martial arts.

Initial _____

2 - I agree to abide by all safety rules. In the interest of my safety and the safety of others; I agree to comply with staff requests and instructions. I agree that the jobs of staff are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions, however, they may be unaware of a participant’s fitness or abilities. I further agree to use proper belay practices and procedures. If I fail to use proper belay practices and procedures the fault is solely mine. I agree to pay attention to the condition of the ropes, anchors, walls and rental equipment and to advise staff if I inflict or notice any damage.

Initial _____

Safety Rules

GENERAL RULES:

- All participants must sign our waiver
- All climbers and belayers must successfully complete the belay test or class
- No bare feet (Climbers and Belayers)
- No climbing for spectators
- No smoking
- Report unsafe practices
- No bouldering in area of heavy top rope and lead climbing
- Food and drinks are not permitted in the climbing area.
- Children are not permitted to run and should be supervised at all the time by parents or legal guardian
- the minimum age for belaying is 14 in the state of Florida
- Climbers must tie in figure 8 follow thru knot, and use a double fisherman’s knot as a backup
- Belayers- must be attentive and stand while belaying
- Participants must use UIAA approved harnesses, carabiners and belay device

-Harnesses must be worn with waist belt snug to abdomen over the hips, and legs loops correctly sized.

-Climbers must tie in with figure 8 follow thru knot, and use a double fisherman’s knot as a backup.

LEAD CLIMBING RULES:

- All lead climbers and belayers must have a current membership and have successfully completed the Lead Climbing Test, or Class.
- Lead climbers must provide their own rope , not less than 9.9 mm and other equipment.
- Lead belayers must be tied to floor anchors
- Lead climbers must clip all anchors, in order, and in the correct direction.
- Lead climbers must clip within reach, between waist and head level.

BOULDERING RULES :

- No bouldering in area of heavy top rope and lead climbing
- The use of crash pads and at least on spotter is required for bouldering
- No bouldering above the painted line

3 - I expressly agree and promise to accept and assume all the risks, which exist by reason of my participation in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. Initial _____

4 - I agree to assume all risks of personal injury, including paralysis and death, which may occur while I am at RAS DASHEN LLC, I hereby voluntarily release, remise, and forever discharge and covenant not to sue, **Releasees** from all liability for any such personal injury that I may incur, and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of **Releasees** equipment and/or facilities, including any such as claims which allege negligent acts or omissions of **Releasees**. I understand that this Participant Agreement, Release of Liability, and acknowledgement of Risks includes my claims for personal injury including death based in whole or in part upon **the negligent action or inaction of Releasees**. Initial _____

5 - In the event any claim, demand, or cause of action is made against **Releasees** by me, or by a minor over whom I have supervisory responsibility at the facilities of **Releasees** (whether or not I am physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless, and defend **Releasees**; including the payment of reasonable attorneys fees, for any claim arising in whole or in part from alleged negligent action or inaction of **Releasees**. Should **Releasees**, or anyone on their behalf, be required to incur attorney's fees, insurance deductibles, and/or other costs to enforce this agreement, I expressly agree to indemnify and hold harmless the **Releasees** for such fees, deductibles and costs. Initial _____

6 - 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 the such injury or damage myself. I certify that I have no medical, emotional and/or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the cost of, all risks that may be created, directly or indirectly, by any such condition. Initial _____

7 - I understand that indoor dry tooling or mixed climbing is not the same as the outdoor one, and that additional skills are necessary for outdoor dry tooling or mixed climbing that cannot be acquired in a climbing gym. I agree to seek qualified instruction before attempting to climb outdoors. Initial _____

8 - I acknowledge and understand that there is not a substantial impact absorbing medium beneath the bouldering, top rope, and lead climbing areas; falls from any height can result in injury, paralysis or death. Initial _____

9 - By signing this document I acknowledge that if anyone, including myself, 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 **Releasees** and any party in privacy with **Releasees**. Initial _____

10 - This release applies to and binds my personal representative, heirs and family. I further represent that I have the complete and absolute authority to bind, contact for and legally act of behalf of any minor children in my family. I understand and agree with this contract. NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RAS DASHEN LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RAS DASHEN LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RAS DASHEN LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I sign it of my own free will. I understand that this contract is severable that if any part of it is held by court of law to be unenforceable, the rest shall survive. I agree that the venue to any legal action arising out of, concerning or involving this document or the use of RAS DASHEN LLC's facilities, or **Releasees** will be in the state of Florida, I also understand and agree that this agreement will remain in full force and effect forever and will apply to any and all visit I make to RAS DASHEN LLC now and forever. Any future participation and use of the RAS DASHEN LLC is evidence of my continuing acknowledgement of and agreement with this document. Initial _____

11 - RAS DASHEN LLC wants to provide a safe and fun environment for all participants and spectators. RAS DASHEN LLC reserves the right to deny or revoke access to anyone for any act deemed inappropriate or unsafe without refund. This area is under 24 h live/recorder video surveillance. Initial _____

12- I hereby give RAS DASHEN LLC, their legal representatives and assigns, the right and permission to copyright, publish and use photographic pictures made of me, through any media, for purposes of advertising and marketing for RAS DASHEN LLC. I hereby release and agree to hold harmless RAS DASHEN LLC and any person or company acting under the permission of RAS DASHEN LLC relative to the use of such. Initial _____

13- 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. Initial _____

Participant Name _____ Parent or Legal Guardian Name _____

Signature if over 18 _____ Date of birth _____

Address, City and Zip _____

E-mail _____ Phone # _____ Date _____

If any belayer has been coached on any aspect of belaying, whether by the staff or other individual, or has taken a class today, he/she may not have permanent belay card. However, if they pass the belay test with success, they may receive a day belay pass only. Staff's initial required.

_____ Day Belay _____ Retest _____ Permanent Belay Test _____ Cannot Belay _____ Lead Climbing Test

IF I am above 18 years of age.....

I, _____ have successfully completed the RAS DASHEN LLC Top Rope Safety Check and has demonstrated proficiency in the proper use of the harness, the knowledge of the figure 8 and the following through knot + safety knot and the belaying and lowering technique.

I, _____ acknowledge that I am proficient in the above practices and that I understand and will abide the RAS DASHEN LLC rules. I have read and signed a RAS DASHEN LLC Participant Agreement, Release and Acknowledgement of risk and I understand the nature of the sport I am engaging in. I take responsibility to ensure that any belayer or climber with whom I participate in this activity is also proficient in the above practices.

Signature _____ **Date** _____

Coral Cliffs Safety Check Administrator _____