

**Assumption of Risks, Release of Liability,  
Covenant Not to Sue, Waiver of Claims, and Indemnity Agreement (“Agreement”)**

**PARTICIPANT INFORMATION:**

<input type="text"/> FIRST NAME	<input type="text"/> LAST NAME	<input type="text"/> MIDDLE NAME	<input type="text"/> DATE OF BIRTH
<input type="text"/> ADDRESS	<input type="text"/> CITY	<input type="text"/> STATE	<input type="text"/> ZIP CODE
( ) - <input type="text"/> HOME PHONE	( ) - <input type="text"/> WORK PHONE	( ) - <input type="text"/> CELL PHONE	
<input type="text"/> EMAIL	<input type="text"/> MAY WE EMAIL YOU?	Y / N	
<input type="text"/> EMERGENCY CONTACT	<input type="text"/> EMERGENCY PHONE	( ) -	

**READ CAREFULLY BEFORE SIGNING!**

In consideration of being allowed to participate in any way in the climbing activities of or sponsored by Stone Gardens, Inc. (“Stone Gardens”), whether such climbing activities occur at a Stone Gardens Facility or elsewhere,

I, \_\_\_\_\_ *[please print]*, the Participant identified above or if the Participant is a minor, the Participant’s Parent, acknowledge, appreciate and agree as follows. For purposes of this Agreement: “climbing activities” include without limitation bouldering, climbing, belaying and rappelling, using auto-belays, any related practice, training or team building activities (such as slack-lining), physical fitness training and recreational games, and anything incidental or related to any of the foregoing including transportation to, accessing and using any related facilities in any way; “Parent” means the Participant’s parent or court-appointed legal guardian; and “I”, “me,”myself”, “my” and any other first person references include both the Parent and the minor unless the context otherwise requires:

**1. Assumption of Risks.**

(a) I fully understand that this Agreement describes some but not all of the risks, hazards, dangers and potential consequences of the climbing activities, which include: (i) Participants must make judgments and decisions as they participate in climbing activities and Stone Gardens staff must make judgments and decisions as they instruct or assist participants regarding climbing activities. These judgments and decisions are by their nature imprecise and subject to error. Judgments and decisions will be made in an environment that includes some routes that are designed to be challenging even to very capable and experienced climbers. Among other risks there is the risk that the Participant or a staff member may misjudge the Participant's abilities or fitness level; (ii) equipment (including, without limitation, artificial climbing walls, holds and anchor points, ropes, slings, harnesses, climbing shoes and climbing hardware whether the Participant's personal equipment or equipment rented or borrowed from Stone Gardens) may break, malfunction or be misused. Stone Gardens makes no warranties regarding any such equipment; and (iii) the Participant or others may act carelessly or recklessly or generally fail to exercise care. For example: By failing to clip into the auto-belay device before climbing, clipping the auto-belay device into the wrong part of the harness or into something other than a real harness. These and other risks, hazards and dangers may result in the Participant falling to the floor or ground, becoming entangled in ropes or other equipment or hitting artificial climbing walls, holds, anchor points or other objects or people. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.

(b) I also fully understand that any instruction, training, orientation or other information or assistance provided by Stone Gardens cannot eliminate such risks. **In both supervised and unsupervised climbing activities, I acknowledge that I am responsible for my own safety and if I am a Parent, the safety of the Participant.**

(c) Therefore, **I knowingly and voluntarily assume all risks, both known and unknown, relating to the climbing activities** and I accept full responsibility for those risks identified here and for those risks not identified and for injury, damage, death or other loss suffered by me and, if I am a Parent, by the Participant, resulting from those risks or resulting from my own negligence or other conduct.

**2. Release of Liability, Covenant Not to Sue, Waiver of Claims, and Indemnity.** For myself and on behalf of my heirs, executors, assigns, personal representatives and next of kin (and, if I am a Parent, also on behalf of my child or ward),

(a) I agree to release and I covenant not to sue Stone Gardens, its officers, agents, employees, volunteers, representatives, other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of premises used for the climbing activities (all collectively, the "releasees"), with respect to any and all claims, liabilities, suits and expenses (including attorneys fees and costs) (all collectively, "Claims"), arising out of any injury, damage, death or other loss in any way connected with my participation in the climbing activities or use of Stone Gardens equipment and facilities. I understand that I agree here to waive all claims I may have against Stone Gardens and the other releasees and agree that neither I nor anyone acting on my behalf will make a claim or file a lawsuit of any kind against Stone Gardens or the other releasees as a result of any injury, damage, death or other loss; and (b) I agree to indemnify, protect, defend and hold harmless the releasees with respect to all Claims (i) brought by me or on my behalf arising out of any injury, damage, death or other loss in any way connected with my participation in the climbing activities or use of Stone Gardens equipment and facilities; (ii) brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused in whole or in part by my conduct in the course of participating in the climbing activities or using Stone Gardens equipment and facilities; (iii) brought by or on behalf of any family member or minor accompanying me; or (iv) arising out of any breach by me of this Agreement. This release, covenant not to sue, waiver and indemnity includes any Claims caused in whole or in part by the negligence of Stone Gardens or any of the other releasees (but not gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

3. **Representations, Warranties and Agreements.** I represent, warrant and agree that:

(a) My participation in the climbing activities is purely voluntary, and I choose to participate regardless of and with knowledge of the risks; (b) I will comply with all rules and regulations of Stone Gardens and the stated and customary terms and conditions for participation in the climbing activities; (c) I acknowledge that participating in the climbing activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in the climbing activities or to comply with my responsibilities in connection therewith. I represent that I am fully capable of participating in the climbing activities without causing harm to me or others. I acknowledge that Stone Gardens staff is, and have been available, should I have further questions about the nature and physical demands of the climbing activities and the risks, hazards and dangers associated with the climbing activities. If I observe any unusual significant hazard during my participation, I will remove myself from participation and immediately bring such hazard to the attention of Stone Gardens.

**4. Transportation and Medical Care.** Staff of Stone Gardens is authorized to obtain or provide medical care for Participant or to transport Participant to a medical facility. Medical personnel are authorized to render such treatment as they deem necessary for Participant's health. Stone Gardens has no responsibility for medical care provided to Participant and I agree to pay all costs associated with such medical care and transportation.

**5. Governing Law; Forum.** This Agreement is governed by the laws of the State of Washington. Further, any proceeding arising out of or relating to Participant's participation in the climbing activities must be filed or entered into only in the State of Washington.

**6. Severability.** Any portion of this Agreement deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Agreement and the remaining provisions shall continue in full force and effect.

**7. Effectiveness.** This Agreement (i) shall be effective when signed either by Participant or (if applicable) by Participant's Parent, or both, (ii) shall be valid and binding until it is cancelled or modified by written agreement and (iii) shall cancel any prior Assumption of Risks, Release of Liability and Indemnity Agreement or prior similar agreement or waiver signed by Participant or (if applicable) by Participant's Parent in favor of Stone Gardens (except any under which there is any claim or basis for any claim).

**8. Mediation; Binding Arbitration.** I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator. Any claim or dispute of whatever nature, including but not limited to the issue of arbitrability, arising out of or relating to this Agreement and that is not resolved through mediation shall be resolved by final and binding arbitration administered by the American Arbitration Association (“AAA”) in Seattle, Washington in accordance with the AAA commercial arbitration rules and judgment upon the award may be entered in any court having jurisdiction over the matter.

**NOTICE OF ARBITRATION AGREEMENT:**  
This Agreement provides that all disputes between you and Stone Gardens will be resolved by binding arbitration. You thus give up your right to go to court to assert or defend your rights under this Agreement. Your rights will be determined by a neutral arbitrator and not a judge or jury. For more information regarding arbitration, please go to [www.adr.org/](http://www.adr.org/)

**I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT BY SIGNING IT FREELY AND VOLUNTARILY I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO SUE STONE GARDENS OR ANY OF THE RELEASEES FOR CLAIMS ARISING OUT OF ANY INJURY, DAMAGE, DEATH OR OTHER LOSS RELATING TO CLIMBING ACTIVITIES.**

**Signature of Participant**  
(18 years and older must sign) \_\_\_\_\_

Participant Name \_\_\_\_\_

Date \_\_\_\_\_

**PARENT/COURT-APPOINTED LEGAL GUARDIAN OF MINORS (UNDER AGE 18 AT TIME OF REGISTRATION)**

As the parent or court-appointed legal guardian with legal responsibility for the Participant I consent and agree to the Participant’s assumption of risks, release of liability, covenant not to sue, waiver of claims and indemnity as provided in this Agreement. For myself, my heirs, executors, assigns, personal representatives and next of kin I release and covenant not to sue, waive and agree to indemnify, protect, defend and hold harmless the releasees from any and all Claims relating to the Participant’s participation in climbing activities in accordance with the terms of this Agreement.

**Signature of Parent(s)**  
(or Court-Appointed Legal Guardian) \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Date \_\_\_\_\_