

# Ape Index Rock Climbing Gym Participant Agreement

Please fill out the following form in its entirety.

Participant Name \_\_\_\_\_  
First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Address \_\_\_\_\_  
Street Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Participant Date Of Birth (mm/dd/yyyy) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Email address \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact First & Last Name \_\_\_\_\_ Emergency Contact Phone Number \_\_\_\_\_

Please read the following section of this form entirely and ensure you fully understand it.

## Assumption of Risk and Waiver of Liability

In consideration of being permitted to participate in any or all activities, including but not limited to climbing, bouldering, belaying, rappelling, lowering on ropes and rescue systems, slack line, outdoor climbing, lead climbing, lead belaying, hiking, camping at an APE INDEX rock climbing gym, or at an unspecified alternate location, and/or under the auspices of APE INDEX (hereafter referred to as "Climbing Activities") I do acknowledge, appreciate and agree that:

1. The risk of injury resulting from climbing activities is significant. This risk includes but is not limited to all manner of injury resulting from my participating in Climbing Activities and hitting the ground, wall faces, people, rope, equipment, tools, and fixtures – whether permanently or temporarily in place. This risk also includes, but is not limited to, rope abrasion, rope entanglement, rope burn, injury resulting from falling and dropped items and climbers, swinging belayers and climbers, and failure of ropes, slings, harnesses, knots, climbing holds, anchor points, equipment, tools, fixtures, or any part of the climbing surface, surrounding area, falls or injuries resulting from walking on uneven terrain, unfavorable weather, animal encounters.
2. I do knowingly assume all such risks both known and unknown, and I do knowingly and freely assume all responsibility for my participation in Climbing Activities at an APE INDEX rock climbing gym, or at an unspecified alternate location, and/or under the auspices of APE INDEX.
3. I will comply with all APE INDEX rules, both written and as stated to me by APE INDEX staff, during my participation in climbing activities, and/or climbing related activities. If I observe any hazards, either subjective or objective to either the APE INDEX Rock Climbing Gym, its participants and staff, or its property used in conjunction with Climbing Activities, during my participation in Climbing Activities, I will immediately bring said hazards to the attention of the nearest APE INDEX staff.
4. **RELEASE:** I hereby release and discharge APE INDEX Rock Climbing Gyms LLC., their owners, affiliates, agents, employees, management, and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including attorney fees and disbursement) incurred by me rising out of the use or intended use of APE INDEX rock climbing gym, and/or the service of Ape Index Rock Climbing Gym employee(s) at the gym location or an unspecified alternate location, including, without limitation, all claims for property damage, personal injury or wrongful death. 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 APE INDEX Rock Climbing Gym employees until corrected or satisfactorily answered.
5. **INDEMNIFICATION:** I hereby agree to indemnify and hold harmless APE INDEX Rock Climbing Gyms LLC., their owners, affiliates, agents, employees, management, 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 APE INDEX rock climbing gym, and/or the service of Ape Index Rock Climbing Gym employee(s) at the gym location or an unspecified alternate location. This indemnification is binding on my heirs, assigns and agents.
6. I understand that APE INDEX reserves the right to refuse service or terminate service to me for any reason not discriminatory, at any time.
7. I, the undersigned, recognize the dangers inherent with climbing activities. I am assuming the hazard of this risk upon myself since I wish to engage in climbing activities. I realize I am subject to injury from these activities and that no form of preplanning can remove all of the danger to which I am exposing my minor child or myself as described in this "APE INDEX Rock Climbing Activities ASSUMPTION OF RISK AND WAIVER OF LIABILITY."

**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.**

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

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

Date \_\_\_\_\_

Parent(s) or Court-Appointed Legal Guardian(s) must sign below for anyone under the age of 18

This is to certify that I as parent or court appointed legal guardian (hereafter referred to as "parent/guardian"), with legal responsibility for the above participant, do consent and agree to his/her release, as provided above in "APE INDEX Rock Climbing Activities ASSUMPTION OF RISK AND WAIVER OF LIABILITY" of all the Releasees and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement, observation, and participation in climbing activities as described above, to the fullest extent of the law. I have read, understood, and do hereby agree to abide by the terms of APE INDEX Rock Climbing Activities ASSUMPTION OF RISK AND WAIVER OF LIABILITY. I am under no inducement to sign, and I realize that by doing so, I give up substantial rights.

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

Parent/Guardian Name (Print please) \_\_\_\_\_ Date \_\_\_\_\_