



NIAGARA CLIMBING CENTER
1333 STRAD AVENUE
N. TONAWANDA, NY 14120
www.niagaraclimbingcenter.com
716.695.1248

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK FOR THE YEAR 2008.

In consideration of the services of R&B Rock Gym, Inc., dba Niagara Climbing Center, 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 "NCC"). I hereby agree to release, indemnify and discharge NCC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that climbing on 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 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 other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

Furthermore, NCC 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 warning or instructions, and the equipment being used might malfunction.
- 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.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NCC from any and all claims, demands, or causes of action, which are in anyway connected with my participation in this activity or my use of NCC's equipment or facilities, **including any such Claims which allege negligent acts or omissions of NCC.**
- Should NCC 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.
- 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.
- Participant hereby understands and agrees that if any paragraph or right contained in this document is found to be unenforceable by a Court of law pursuant to the laws of the State of New York, that finding shall not alter or void the remainder of the document and the rights and responsibilities expressed therein.

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 NCC 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 FULL NAME:			
STREET ADDRESS:			
CITY/STATE/ZIP:		Birth Date:	
HOME PHONE:		Today's 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") being permitted by NCC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NCC 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: _____ PRINT NAME: _____ DATE: _____

GENERAL RULES & REGULATIONS



Registration

1. All climbers and belayers must have a current release form.
2. All climbers and belayers must check in with the front desk staff.

Safety

1. All climbers and belayers must receive training from NCC staff.
2. Modified indoor belay must be used.
3. All climbers under 13 must have parental supervision.
4. All belayers must be 13 or older.
5. No self-belays.

4/13

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Behavior

1. No activity that jeopardizes the safety of yourself or others.
2. No smoking.
3. No pets.
4. No bare feet.
5. No profanity.
6. No running or horseplay.
7. No food or beverages in climbing area. (Water is OK, if contained.)
8. No packs or personal possessions inside climbing area.
9. No drugs or alcohol.
10. Niagara Climbing Center reserves the right to revoke climbing or belay privileges at any time for violations.

3-5:30 PM

I have read & understand these rules: _____

DATE

SIGNATURE

EMERGENCY CONTACT

NAME:	
RELATION:	
PHONE:	

NIAGARA CLIMBING CENTER USE

COMPETENCY LEVEL

RELEASE ONLY:		BELAY ONLY:	
BOULDER:		TOP ROPE:	

How did the participant hear about NCC? _____

How did the participant locate NCC? _____