



# RANDOLPH CLIMBING CENTER

## Assumption of Risk and Responsibility and Release of Liability

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with a “rock gym”, climbing wall, bouldering area, and incidental weight and fitness training regiments and equipment (referred to herein as “activity”). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an activity you may not be skilled in, we wish to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss and damage to your equipment, or accidental injury, illness, or in extreme cases trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risk.

**ACKNOWLEDGEMENT OF RISKS:** I acknowledge that the following describes some, but not all of the risks: 1) Slips, trips, falls or painful crashes while using the facilities or equipment, climbing walls, bouldering areas, landing pits, work out areas, floors below climbing areas, bathroom facilities, or stairs. 2) Risk associated with crossing, climbing, or down climbing. 3) Misuse of equipment or facilities or failure of equipment. 4) My physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying or working out. 5) Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. 6) Abrasion from or entanglement with ropes or equipment. 7) The presence, actions or falls of other participants. I understand the description of these risks in not complete and that other unknown or unanticipated risks may result in injury, illness or death.

**EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks in the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and I (assume full responsibility for personal injury, accidents or illness including death) and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume risk for accidents or injury caused by the negligence of my belayer or spotter where such negligence is comparative or contributory. I am aware of the meaning of the terms “Unroped Climbing” (a.k.a.: Bouldering), “Top Rope Climbing”, and “Lead Climbing” and understand the difference between the activities. I accept that lead climbing is the most dangerous due to the hazard of both leader and follower. I agree to be “checked out” on climbing and belaying skills prior to participation, and to follow posted rules. I acknowledge that wearing appropriate clothing and foot ware are basic safety precautions, and that wearing a UIAA approved helmet may help prevent head and/or neck injuries. I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprain, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries, insect bite or allergic reaction; shock, paralysis, and/or death.

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participation in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/ore medical services which may be incurred on my/our behalf. I agree that any film or photography of me/us, as participants, become your property and may be used for promotional or commercial purposes.

**RELEASE:** In consideration of services of property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns do hereby release Randolph Climbing Club LLC., its principal directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or governmental agency upon whose property and activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever. I have read and understood this foregoing acknowledgement of risk, assumptions of risk and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights.

Participant’s Name (Printed)

Date of Birth

Signature

\_\_\_\_\_

If the participant is under 18, the parents or legal guardian must also sign: \_\_\_\_\_

Address \_\_\_\_\_

Street

City

State

Zip Code

Today’s Date \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

➤ **ONLY write your email if you are interested in receiving emails regarding special deals and events.** ◀

In an emergency please notify: \_\_\_\_\_ Phone: \_\_\_\_\_