

SANTA FE CLIMBING CENTER PARTICIPANT AGREEMENT
RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS AN AGREEMENT NOT TO SUE AND IS LEGALLY BINDING.

In consideration for Santa Fe Climbing Center, Ltd. Co. and their affiliates, members, directors, officers, agents, employees, volunteers and all other persons acting on their behalf (collectively, "SFCC") allowing me to participate in SFCC activities, including, but not limited to use of roped climbing walls, bouldering areas, training and fitness equipment and facilities, gear demonstrations, clinics, training, yoga or fitness classes, outdoor climbing, hiking, rappelling, instruction, camps, classes, the rental or borrow of equipment or any other activities offered by or involving SFCC, whether at an SFCC facility or elsewhere, **I agree to release and discharge SFCC**, on behalf of myself, my children, parents, heirs, assigns, personal representative, and estate as follows:

1. I am capable of understanding the terms of this agreement and the risks associated with SFCC activities.
2. **I acknowledge that the sport of rock climbing and use of rock climbing equipment whether on artificial climbing walls or in a natural outdoor setting involves inherent risks, both known and unanticipated**, which could result in serious 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.
3. **I acknowledge that participating in activities offered by SFCC, including but not limited to: fitness classes, outdoor education, leadership lessons, slack line walking, hiking and rappelling involves inherent risks, both known and unanticipated**, which could result in serious 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 activities.
4. I understand that I am responsible for assessing the quality of my own climbing or fitness gear that I bring to SFCC. I further understand that I am responsible for assessing my own fitness and the limits of my abilities.

5. I understand that safety equipment, proficiency checks, supervision, instruction, guidance and the enforcement of rules by SFCC does not guarantee my safety or eliminate the inherent risks. **The risks include but are not limited to:**

Hazards in traveling to the location of the activity; slips, trips or falls while using the facilities or equipment, climbing walls, bouldering areas, landing surfaces, floors, or from natural terrain; falling on others, falling to the ground, falling off the climbing walls, cliffs or boulders and/or being fallen on by others; landing on uneven, worn or hard surfaces or pads; collision with objects, people or structures; loose, spinning and/or damaged artificial and/or natural holds; falling rocks, climbing holds or other dropped or falling items; harm due to exposure to the elements; rented equipment failure or failure of my own equipment even when properly used; abrasions from the wall, rope, pads, rock, trees, ground or floor; belay and/or belayer failure, spotter failure, climbing out of control or beyond one's personal limits; the negligence of myself, other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training, head injuries, aggravation of pre-existing injuries and other risks inherent or otherwise in SFCC activities.

6. I acknowledge that SFCC provides safety helmets free of charge to all customers, which can help prevent head or neck injury or permanent brain damage in the event of an accident. I understand that if I choose not to wear a helmet, I may be increasing the risk of the activity in which I am participating.

7. **ASSUMPTION OF RISKS:** I expressly agree and promise to accept and assume all of the risks, inherent and otherwise, existing in all SFCC activities whether or not described in this document. My participation in these activities is purely voluntary; I understand that I have the right to terminate my participation at any time; I elect to participate in spite of the risks.

8. **RELEASE OF LIABILITY:** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SFCC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SFCC's equipment or facilities, **including any such claims which allege negligent acts or omissions of SFCC.**

9. Should SFCC 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.

10. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

11. This agreement shall be construed in accordance with the laws of the State of New Mexico, and for any dispute arising under this agreement, I hereby submit to the exclusive jurisdiction of the state courts of New Mexico or the United States District Court in the District of New Mexico.

By signing this document, I acknowledge that it is legally binding and I have waived my legal rights. I have carefully read this document and had the opportunity to ask questions. I voluntarily sign this document and agree to be bound by its terms.

Signature of Participant: _____ **Print Name:** _____ **Date:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by SFCC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SFCC 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 or Guardian Signature: _____ **Print Name:** _____ **Date:** _____

Cell Phone: _____ **Alternative Phone:** _____

SANTA FE CLIMBING CENTER
PERSONAL INFORMATION REGISTRATION FORM

Date: _____

Last Name: _____ First Name: _____ Middle Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Cell Phone: _____ Alternative Phone: _____

E-Mail: _____ Date of Birth: _____ Gender: _____

Name of a Emergency Contact: _____ Phone: _____

Santa Fe Climbing Center Rules

General

1. All climbers and observers must check in and sign a release of liability form before entering the gym past the lobby.
2. All persons using SFCC must respect other individuals in the facility and conduct themselves in a responsible manner. Any person who fails to adhere to general safety guidelines and regulations, or who is behaving in an unsafe, rude or disorderly fashion will be asked to leave the facility.
3. No one may use the equipment and/or facilities at SFCC while under the influence of alcohol, drugs, or controlled substances.
4. Place all personal belongings in lockers or designated areas. The gym is not responsible for lost or stolen items.
5. No food or beverages are allowed in climbing areas.
6. Guests must be at least 14 years old to use exercise equipment, unless they are a part of a SFCC program.
7. No dogs or pets are allowed in the climbing gym except qualified service animals.

Climbing Guidelines

8. Climbing is inherently dangerous. Participants must assume the risk of climbing.
9. All climbers must undergo a facility orientation from SFCC staff before participating in any activity.
10. Individuals desiring to belay/lead climb/lead belay at SFCC must take and pass the relevant SFCC safety checks. Those individuals who do not pass or choose not to take the belay check may climb but not belay or tie knots and must wait a minimum of 24hrs before re-taking the test
11. Climbers must tie into a rope with a double figure eight knot. All carabiners used for belaying or floor anchors must be locking.
12. Climbers may only use harness and belay devices approved by SFCC that follow modern manufacturing guidelines
13. No one under the age of 14 is permitted to belay unless permission is granted by SFCC management
14. The teaching of rock climbing safety procedures is not allowed in the facility except by SFCC staff.
15. Right of way belongs to first climber to start a route, others should yield at a safe distance until the first climber is safely out of the way.
16. Stay clear of climbing areas and fall zones when not climbing.
17. No top roping on single bolts
18. Do not top rope on designated lead-only routes
19. Use the top rope that is closest to the final hold for the attempted route
20. Do not grab, hang from or step on bolts or quick draws
21. Children under the age of 12 must be supervised and connected to the Auto Belays by an adult
22. Lead climbers must provide their own UIAA- approved rope (min 9.5mm) in good, working condition and we recommend that you tie a knot at the end of your rope.
23. There should be no skipping clips in lead climbing, but the first clip is optional.
24. No one under the age of 14 may lead belay or lead climb unless permission is granted by SFCC management.
25. Falls taken while bouldering are the most common cause of injuries in the gym. Padded surfaces may not protect you from injury. SFCC management also recommends a spotter when bouldering.
26. Climbers may boulder outside of bouldering area but chest may not go above first quickdraw.

Guidelines Regarding Children

27. Children under 12 years old must be under direct supervision of a parent/guardian at all times, unless they are a part of a SFCC program.
28. Parents and guardians are responsible for the behavior of their children, including compliance with all rules and policies, while at SFCC.
29. For children under 12 years old a ratio of 3:1 (3 kids to 1 parent/guardian) must be kept at all times.
30. No children under the age of 5 are allowed to climb or boulder and must stay off the climbing areas.

I have read, understand and agree to follow these rules.

Signature of Participant: _____ Print Name: _____ Date: _____

Parent or Guardian Signature: _____ Print Name: _____ Date: _____