

CARABINER'S INDOOR CLIMBING

SAFETY AGREEMENT & REGISTRATION FORM

Please PRINT legibly

Guest's Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Home Phone: (____) _____

Work Phone: (____) _____

Date of Birth: _____ Age: ☐ ☐ Sex: _____

Who to contact in case of emergency:

Name: _____

Phone: _____

Relationship: _____

Do you have any medical conditions for which you are currently receiving treatment, or taking any medication?

Yes _____ No _____

If yes, explain: _____

Do you have any pre-existing medical conditions? Yes _____ No _____

If yes, please describe: _____

Do you carry any medical insurance? Yes _____ No _____

If so, insurance company or provider: _____

I understand that my use of the services provided by Carabiner's Indoor Climbing, their agents, owners, officers, employees, volunteers, participants and any other persons or entities acting on their behalf, hereafter known as "CIC", is entirely voluntarily and with a complete and full understanding that any and all such usage, including, but not limited to climbing, is entirely voluntary and with a complete and full understanding that any and all such usage involves all manner of hazards and dangers.

I acknowledge and agree that I have a personal responsibility to know and understand the safety rules administered by CIC. I have received full information, inspected the premises and have had any questions answered to my full satisfaction.

I am responsible for checking, ensuring and maintaining the safety and safe operating condition of any and all equipment, gear, or apparel (including, but not limited to, anchors, ropes, carabiners, belay devices, harnesses and/or shoes) that I may utilize while present in or using CIC regardless of where or from whom I may have obtained such equipment, gear, or apparel. I use and accept those items "as is" and use them at MY OWN RISK.

Signature _____ Date _____

How did you hear about us?

☐ Radio

Specify station(s): _____

☐ Magazine

Specify magazine(s): _____

☐ Newspaper

☐ Internet

☐ Friend

☐ Other: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Carabiner's Indoor Climbing, Inc., 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 "CIC"), I hereby agree to release, indemnify, and discharge CIC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participation a sports facility and rock 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. Also, I recognize that lead climbing poses serious and different additional risks.

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; my own negligence; and the use of strength and aerobics training equipment.

Furthermore, CIC 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 might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. 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.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CIC 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 CIC's equipment or facilities, **including any such claims which allege negligent acts or omissions of CIC.**
4. Should CIC 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.
5. 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.
6. In the event that I file a lawsuit against CIC, I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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 CIC 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.

Participant's Name _____ Date of Birth* _____

Address _____ Today's Date _____

Phone _____ Participant's Signature (if over 18) _____

***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 CIC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CIC 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: _____ Print Name: _____ Date: _____

SAFETY RULES

All persons **MUST** check in at the front desk and be approved by a staff member for entrance into CIC.

No person will be allowed into CIC without reading and signing the appropriate agreements.

In order to allow the staff to perform visual safety inspection, all persons including visitors must display their membership badge, day pass, or visitor pass at all times.

No one is allowed to belay without passing a belay test administered by Carabiner's Indoor Climbing. The belay certification will be clearly displayed on the membership badge or day pass.

All lead climbers and belayers of lead climbers must pass a lead test administered by Carabiner's Indoor Climbing. The lead climbing certification will be clearly displayed on the membership badge or day pass.

The minimum age for belaying is 16 years old.

Climbers and belayers must wear UIAA and CE approved helmets, unless helmet waiver is signed.

Climbers must use a rewoven figure-eight knot with a double fisherman backup knot.

Climbers must belay using a Petzl Gri Gri device. No other belay device is permitted.

Climbers must use manufactured climbing harnesses. Harnesses that require doubling back must always be done so.

No sitting or lying down while belaying. Belayers must use a floor anchor at all times as a **SAFETY BACKUP ONLY**. The anchor strap must be loose while belaying. Do NOT belay from the floor anchor.

No cameras, loose change or any other objects are permitted while climbing. If you wear glasses, we recommend a safety strap. Parents are responsible for the behavior of their children while in CIC.

CIC staff have the right to revoke climbing privileges either temporarily or permanently for unsafe or inappropriate behavior.

Memberships are non-transferable.

No hard sole shoes are allowed on the padded surface.

No bare feet or loose flip flops. All climbers must wear appropriate footwear with durable, padded soles.

Climbers must use "chalk balls" in chalk bags to reduce airborne dust. Loose chalk is not permitted.

Climb using only the climbing holds and the climbing surface. DO NOT under any circumstances touch or grab exposed metal, lead climbing anchors, stairway guards, other ropes, lighting fixtures, smoke alarms, or any other non-climbing fixture.

No route setting except as authorized by CIC.

Individuals must report any injury, including apparently minor incidents, to the front desk prior to leaving CIC. This is necessary to protect all parties and to provide feedback that will improve safety.

While belaying, refrain from carrying on conversations or be distracted by others.

The use of profanity is not permitted at any time at CIC.

GENERAL RULES

CIC is not responsible for lost, damaged, or stolen property while in or on the premises, parking lots or other areas within the vicinity CIC.

Persons under the influence of alcohol or drugs are not permitted in CIC. Climbing or belaying while under the influence of alcohol or drugs is strictly prohibited.

Smoking is not permitted anywhere on the premises.

No chewing gum or hard candies are allowed in the climbing area.. No food or drink in the climbing area except sports bottles.

The use of profanity is not permitted at any time at CIC.

You must stow your belongings in the available lockers or in cubbies out of the way. Do not leave bags or apparel on chairs, tables, or on the climbing floor.

Weapons of any kind, **including pocket multipurpose utility knives**, are not permitted on the premises.

Tank tops are not permitted in the weight room or on any of the cardio-aerobic equipment.

The use of flip flops or sandals are permitted only in the men's and women's locker rooms.

PROTECTIVE HELMET: I have been offered the use of a protective helmet. I understand that wearing a helmet does not eliminate the risk of injury but may in some instances reduce the risk of permanent injury or death. I understand that Carabiner's Indoor Climbing recommends the use of a protective helmet. **INITIAL HERE IF YOU DO NOT WANT TO USE A HELMET.** _____(Initial)
Minors under age 12 are required to wear a helmet and this requirement may not be waived.

I expressly state that I am in good health and that I have no physical limitations which would preclude my safe use of CIC. I am at least 18 years of age and otherwise legally competent to sign this agreement. This Safety Agreement shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. (If under the age of 18, this release must also be signed and filled out below by the parent of the Minor). In the event that I file a lawsuit against CIC, I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature _____ Date _____ Staff Signature _____ Date _____

Print Name _____

Parent/Guardian (if under age) _____ Date _____
(The Legal Guardian assumes liability of Member who is under age 18.)

Driver's License # _____ Exp. Date _____ Date of Birth _____

Customer Copy