



CLIMBING WALL PARTICIPANT PROFILE

Date: _____

Last Name: _____ First Name: _____ Middle Init.: _____

Male Female

Phone: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Date of Birth: _____

Email address: _____

Emergency Contact - Last Name: _____ First _____

Relationship: _____

Phone: _____ Alt. Phone: _____

(over)

GYM RULES

- No food or drinks on mat or around wall
- No climbing or belaying while under the influence of drugs or alcohol
- The minimum age for belaying is 18
- You must pass training and certification before belaying
- Volunteers are not allowed to teach belay skills – All safety instruction must be taught by a trained professional
- Climbing is allowed only during approved times
- You must use a modern, commercially-manufactured harness
- No climbing without having a trained volunteer on belay
- No climbing without a harness
- No horseplay allowed while climbing on the wall.

Any violation of the above listed rules will result in loss of rock climbing privileges. If any damage is done to the rock wall or climbing equipment due to violations of the above listed rules, you (the climber) are responsible for the cost of repair or replacement.

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

Participant's Signature _____

Date _____

(Must be completed for participants under age 18)

Parent's or Legal Guardian's Signature:

Print Name: _____

Date: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **First Baptist Church, Albuquerque, NM.**, their staff, volunteers, and all other persons or entities acting on their behalf, I hereby agree to release and discharge First Baptist Church, Albuquerque, NM, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. **I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks**, which can result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: falling off the wall; loose or damaged artificial holds; equipment failure; falling to the ground, falling on others, or being fallen on by others; fixed equipment failure; belay failure or an inattentive belayer; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; head injuries; or my own negligence. I agree to pay attention to the state of the ropes and anchors in the gym and to advise staff if I do any damage or notice any damage. I accept responsibility for the care and condition of my equipment, including but not limited to harnesses and ropes.

Furthermore, First Baptist Church, Albuquerque, NM staff and volunteers 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 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 the activity, including but not limited to unanticipated or unforeseeable risks. My participation in this activity is purely voluntary, and I elect to participate in spite of all the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless First Baptist Church, Albuquerque, NM 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 First Baptist Church, Albuquerque, NM equipment or facilities, **including any such Claims which allege negligent acts or omissions of First Baptist Church, Albuquerque, NM.**

4. Should First Baptist Church, Albuquerque, NM or anyone acting in their behalf, be required to incur attorney’s fees and costs to reinforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. If I file a lawsuit against First Baptist Church, Albuquerque, NM, it shall be filed in the State of NM and the substantive law of NM shall be applied, without regard to conflict of law rules of that state. I also understand that this contract is severable; in other words, if any part of it is held by a court

of law to be unenforceable, the remaining portions shall remain in full force and effect.

6. 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.

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 First Baptist Church, Albuquerque, NM 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 understand it, and I agree to be bound by its terms.

PARENT’S OR GUARDIAN’S INDEMNIFICATION

(Must be completed for participants under age 18)

In consideration of _____ (print minor’s name), hereinafter “Minor”, being permitted by First Baptist Church, Albuquerque, NM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless First Baptist Church, Albuquerque, NM 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’s or Legal Guardian’s Signature: _____

Print Name: _____ **Date:** _____

Home Phone: _____ **Alternate Phone:** _____

Signature of Participant: _____ **Date:** _____

Print Name: _____

Home Phone: _____ **Alternate Phone:** _____