

The Tower at Footsloggers; Facilitated by Rock Dimensions, Inc.
ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, WARNINGS & INDEMNITY AGREEMENT

Participant Name _____ Home Phone _____ Work Phone _____

Address _____ City _____ State _____ Zip _____

(If you would like to receive our e-news): E-mail _____

In consideration of my being allowed to participate in the activities of this program, I the undersigned acknowledge, accept, and agree to the following:

I certify that my date of birth is _____ and that my current age is _____ .

I understand that outdoor wall climbing is a HAZARDOUS activity that involves both KNOWN AND UNKNOWN RISKS. I understand that outdoor wall climbing includes inherent, man-made and other risks of permanent Injury and death that reasonable care, caution and expertise cannot eliminate. I also understand that injuries are common and ordinary occurrences during outdoor wall climbing activities. I hereby agree to freely, voluntarily and expressly ASSUME and accept ALL RISKS of death or any Injury to any part of this participant's body while outdoor wall climbing.

I am aware that death or injury can occur from falling, failure of equipment, reliance on others to belay, failure of anchors, holds, or the climbing wall structure, and my own or other's failure to follow proper procedures, instructions and the policies of 1st Tracks Corporation, Trail Seekers, Inc. dba Footsloggers (hereinafter referred to as Footsloggers) and Rock Dimensions, Inc. (herein referred to as Rock Dimensions). I recognize that this list is not complete or exhaustive and other risks known and unknown may also result in injury, death, illness, disease and/or damages to me or to my property and to others and their property. I understand these risks and any questions I have concerning these risks have fully and completely been answered.

I understand how the climbing equipment works. I will listen to any and all instructions provided and will seek instruction for those climbing activities with which I am unfamiliar. If my climbing activities present me with any areas with which I am unfamiliar. I will cease, stop and ask a staff member for instructions or take an additional instruction course prior to proceeding. If I am climbing and using my equipment, I agree that any questions that I have had about the equipment or the wall have been asked and satisfactorily answered. I agree to check any equipment I am using prior to each use and that any equipment will not be used if any parts are loose, worn, damaged or missing. I understand that the use of the climbing wall and the equipment provided by Footsloggers and/or Rock Dimensions cannot guarantee this participant's safety or freedom from any injury while said equipment or wall is in use. I understand that this equipment and climbing wall does NOT ELIMINATE THE RISK of any injuries to any part of this participant's body or person.

I agree to forever release 1st Tracks Corporation and its employees, Chrisland Properties, Footsloggers and its employees, and Rock Dimensions and its employees, and all equipment distributors and manufacturers from, and to indemnify them and hold them harmless for, any and all liability and responsibility for any injuries or damages to this participant / user of this wall or any equipment, whether or not such injuries or damages are caused by any NEGLIGENCE of 1st Tracks Corporation or its employees, Chrisland Properties, Footsloggers or its employees, or Rock Dimensions or its employees, or said equipment distributors and/or manufacturers. I agree NOT to make a claim against or sue 1st Tracks or its employees, Chrisland Properties, Footsloggers or its employees, or Rock Dimensions or its employees, or any equipment distributor or manufacturer for any injuries or damages related to outdoor climbing and/or use of any equipment supplied and I accept full personal liability and responsibility for any and all such injuries or damages. 1st Tracks Corporation, itself, nor its employees, Chrisland Properties, Footsloggers, itself, nor its employees, and Rock Dimensions, itself, nor its employees, provide NO WARRANTIES, expressed or implied, and any provided climbing equipment is accepted "AS IS".

I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a binding contract. However, it is not intended to assert any rights or defenses that are prohibited by law. The specific legal rights of the parties may vary from State to State. I agree that if any provision of this agreement and release of liability is determined to be illegal or unenforceable for any reason, the same shall be severed and the remainder of this contract shall be given full force and effect.

Participant's Signature

Date

Parent / Guardian's Signature if Participant is a Minor

Date

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AGREEMENT – Side 2

HELMET WAIVER

I waive the right to wear a helmet, knowing that a helmet may protect me from debris falling from the top of The Tower, bumping into overhanging parts of the Tower, bumping into other climbers, etc. I fully and voluntarily accept these risks.

Participant's / Guardian's Signature

Date

HEALTH / MEDICAL STATEMENT

Do you have any medical problems or physical limitations that may be aggravated by climbing activities, or that we need to be aware of prior to your participation in this event?

Any allergies (e.g. Bees/wasps)? _____

***PARTICIPANT – PLEASE READ AND SIGN**

I recognize that good health is important to participate in outdoor rock climbing. I certify that I am in good health and have no physical or mental conditions that would endanger others or myself. I agree to consult a physician before using the facilities at Footsloggers & Rock Dimensions if I have any doubt whatsoever about my ability physically or mentally to participate in this activity.

I have honestly disclosed to the staff any medical, psychological or personal reasons that might possibly affect my safety or the safety of others during these events. I am not feeling pressured to participate.

Signature of Participant _____

Date _____

Participant's Guardian _____

Date _____

IN CASE OF EMERGENCY, CONTACT:

Name _____ Home/Cell phone _____

Address _____ Work/Cell phone _____

*Are you interested, or know of a group who may be interested in outdoor trips with Rock Dimensions?
Please check all that apply:*

- Rock Climbing/Rappelling* *Caving* *Summer Camps* *Group activities*
 PCIA Courses/Certifications *Anchor Building* *Ropes/Challenge course programs*

Email: _____

Group name/contact:
