

The Crag at Cool Springs Rules of Conduct and Release of Liability

(Release of Liability on reverse side. Signature required.)

Today's Date

Participant Name *(Print Clearly! Unreadable waivers will be discarded.)*

Date of Birth (required)

Street Address (required)

City, ST, Zip (required)

Male _____ Female _____
Gender

Telephone Number (required)

Email Address

Emergency Contact Name and Number (required)

May we notify you of upcoming events & promotions through our monthly e-newsletter? We promise not to sell your address to marketers, other businesses, bureaus, agencies, or miscreants. Sure____ No Thanks____

Please tell us how you heard about The Crag at Cool Springs: _____

Rules Of Conduct

1. All climbers must use proper equipment. A staff member at The Crag at Cool Springs must approve equipment brought into the Facility before use.
2. You must be approved by a staff member of The Crag at Cool Springs (hereafter "The Crag") before belaying, lead climbing, or lead belaying.
3. All belayers and climbers must utilize proper belaying technique and agree to DOUBLE CHECK their set-up before beginning a climb. The belayer will check the climber's gear and knots and the climber will check the belayers system and they will exchange confirmation that the setup is correct. This is most important and must be performed at the start of each and every climb!
4. Demonstrate caution around all pipes at the top of the walls. Do not grab them. They are part of the emergency sprinkler system for the Facility.
5. Bouldering is allowed only over padded areas. Do not boulder underneath other climbers. It is recommended to have a minimum of one spotter per climber when bouldering. The boulderer's feet should not pass shoulder height when standing on the floor. A climber's voluntary participation in bouldering indicates an acknowledgement that bouldering is very dangerous and that a spotter may not prevent injuries. Spotters understand that the boulderer may injure them if they should fall while climbing.
6. Unless prior management approval has been given, participants must meet age requirements for the following activities:
 - Belaying: 14 years of age
 - Bouldering (with parental supervision*): 10 years of age
 - Bouldering (without parental supervision): 12 years of age*Parental supervision involves spotting the climber for each climb & making sure that they are following safe climbing practices.
7. Guests age 12 and under must be accompanied by a parent or guardian, unless prior management approval has been given.
8. Do not swing on the ropes, throw gravel, or run. Unruly conduct will be cause for removal from The Crag.
9. No food or drinks are allowed on the gravel or padded areas. The use of smokeless tobacco is prohibited inside the facility.
10. The Crag and its employees are not responsible for lost or stolen items.
11. No climbing or belaying is allowed while under the influence of intoxicating substances.
12. The use of vulgar language or improper conduct is not permitted.
13. Do not play with the fans.

The Crag reserves the right to add to the above list as it sees appropriate in an effort to provide a safe environment for its patrons. Refusal to abide by any rules can be cause for loss of climbing privileges without a refund.

I UNDERSTAND AND AGREE TO ABIDE BY THESE RULES WHILE AT THE GYM.

Signature of Participant: _____ Date: _____

(TURN OVER. SIGNATURE REQUIRED ON BACK OF DOCUMENT.)

For use by The Crag at Cool Springs staff only: Reviewed By/Date: _____ / _____

version 04.10

Belay Certified: Yes / No
Bouldering Orientation: Yes / No

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of The Crag, LLC, its agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Gym"), I hereby agree to release and discharge the Gym, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that climbing on an artificial wall entails known and unanticipated risks which 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. 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 one's personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence. Furthermore, Gym 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 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 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 the Gym 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 the Gym's equipment or facilities, **including any such claims which allege negligent acts or omissions of the Gym.**
4. Should the Gym or anyone acting on its 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 that 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 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.
6. In the event that I file a lawsuit against the Gym, I agree to do so solely in the state of Tennessee, 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.
7. I understand that, while participating in activities at the Gym, my photograph might be taken and that those pictures can be used in promotional materials for The Crag, LLC.

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 the Gym on the basis of any claim from which I have released from them therein.

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.

Signature of Participant: _____ Print Name: _____

PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by the Gym to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the Gym 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: _____

Relationship: _____

For use by The Crag at Cool Springs staff only: Reviewed By/Date: _____ / _____

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