



## Participant Agreement

### **Please Print Clearly** Participant Information

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Profession \_\_\_\_\_

Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ E-mail Address \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### **Emergency Contact Information**

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### **Medical Information**

Do you have any Medical Condition?  Yes  No If so, Explain:

\_\_\_\_\_  
\_\_\_\_\_

Do you have any allergies?  Yes  No If so, Explain:

\_\_\_\_\_  
\_\_\_\_\_

Are you taking any medication?  Yes  No If so, Explain:

\_\_\_\_\_  
\_\_\_\_\_

Do you carry medical insurance?  Yes  No If so, which company?

\_\_\_\_\_

*By signing this I attest that the above information is true and correct. I understand this membership is non-transferable and non-refundable.*

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

How did you come to hear about Vertical Ventures? \_\_\_\_\_

\_\_\_\_\_

What days and times will you most likely climb at Vertical Ventures? \_\_\_\_\_

\_\_\_\_\_



PARTICIPANT AGREEMENT, RELEASE,  
ACKNOWLEDGEMENT OF RISK, AND WAIVER OF LIABILITY

In consideration of the services of The Project House LLC. (doing business as Vertical Ventures), 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 "T.P.H."), I hereby agree to release and discharge T.P.H., 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 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; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or overtraining; head injuries; or my own negligence.**

Furthermore, T.P.H. employees have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used may 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 risk.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless T.P.H. 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 T.P.H.'s equipment or facilities, **including any such Claims which allege negligent acts or omissions of T.P.H.**

4. Should T.P.H. 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 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 T.P.H., I Agree to do so solely in the State of Florida, 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.

**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 T.P.H. on the basis of any claim from which I have released them herein.**

**I have read and understand T.P.H.'s climbing gym safety procedures and agree to abide by them.**

**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

\_\_\_\_\_  
Date

**PARENTS 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 T.P.H. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless T.P.H. 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:** \_\_\_\_\_