

The Edge Climbing Gym

Participant Acknowledgement and Assumption of Risks, Release of Liability and Indemnity Agreement

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration for Idaho Climbing, LLC, dba The Edge Climbing Gym, and its affiliates, members, directors, officers, agents, employees, independent contractors, manufacturers, distributors of equipment used, volunteers, and the property owner (collectively, "The Edge") allowing me to participate in The Edge Activities, including, but not limited to use of roped climbing walls, bouldering areas, weights and other training or fitness apparatus at The Edge facilities, gear demonstrations, clinics, outdoor climbing, camps, or classes, the renting or borrowing of equipment from The Edge, observing others using The Edge facilities, or any other activities offered by or involving The Edge, whether at The Edge facility or elsewhere (collectively "The Edge Activities"), the undersigned ("I, or "Participant") hereby understands, acknowledges, and agrees as follows:

1. I am at least 18 years old, or older, and am capable of understanding the terms of this Agreement and the risks associated with The Edge Activities.
2. I recognize and understand that there are risks, hazards and danger in The Edge Activities, whether inherent or not, and participation could result in injuries of all kinds, including serious injury or death. The risks involved in The Edge Activities include, but are not limited to: falling, collision with objects, people or structures, falling onto uneven, worn or hard landing surfaces, being struck by other participants or objects, loose handholds or loose rock, equipment failure even if properly used, the actions or negligence of other participants or instructors, the aggravation of pre-existing conditions, and other risks inherent in The Edge Activities. I understand that my participation in The Edge Activities is voluntary and that I have the right to terminate my participation at any time. I acknowledge that I am capable of participating in The Edge Activities and do not suffer from any health problems that would inhibit my participation.
3. **ASSUMPTION OF RISK:** Understanding these risks and dangers, I nevertheless expressly assume all risks associated with The Edge Activities, inherent and otherwise, and whether or not described above, I further agree to observe and comply with all rules and regulations prescribed by The Edge for The Edge Activities.
4. **RELEASE OF LIABILITY:** Additionally, I for myself, heirs, assigns, representatives and next of kin, unconditionally release, discharge, defend and hold harmless The Edge from any damages, claims, liability, or causes of action, whether known or unknown, arising out of my participation in The Edge Activities, or the actions of my minors, including claims of ordinary negligence. Furthermore, I hereby agree to indemnify, defend, and hold harmless The Edge from any claim, liability, or cause of action by third parties arising out of my participation in The Edge Activities, or the actions of my minors.
5. I understand that I am responsible for assessing the quality of my own climbing or fitness gear I bring to The Edge facility and that it is in good shape for use. I understand that The Edge is not liable for any lost or stolen equipment or personal items I bring to The Edge facilities.
6. I understand that in order to participate in The Edge Activities I must complete all of the following: (1) sign this agreement; (2) complete whatever instructional program The Edge requires for the particular activity; and (3) read and abide by the Rules and Regulations prescribed by The Edge. Additionally, I agree that I will ensure that any guest I bring to The Edge will sign this Agreement and complete the other steps required for use of The Edge's facilities or participation in The Edge Activities. I understand that I am fully responsible for any guests I bring to The Edge, whether to use The Edge facilities or observe others using The Edge facilities, including any climbing walls, and therefore agree to indemnify, defend and hold harmless The Edge from any liability arising out of my guest's visit to The Edge and use of any of The Edge facilities, including but not limited to any climbing walls.
7. In the event of an accident, I authorize The Edge to stabilize, obtain medical care for, or transport me to a medical facility if, in the opinion of The Edge, medical care is needed and I am unable to make such decisions for myself. I agree to pay all costs associated with such actions on the part of The Edge, and to indemnify, defend and hold The Edge harmless from any consequences resulting from such care.
8. The Edge is hereby authorized to take photos and video of me in connection with my participation in The Edge Activities and has permission to use my name and likeness, without compensation, for marketing and other promotional purposes.

9. In any action where one party seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs and expenses.
10. I understand that this Agreement shall continue in effect and remain in force in perpetuity from the date it is executed, and covers my participation in all The Edge Activities, regardless of when or where the activity takes place.
11. If any provision of this Agreement is held invalid, the remaining provisions shall survive and continue in full force and effect.
12. Any delay or failure by The Edge to exercise its rights or remedies under this Agreement will not constitute a waiver of any such right or remedy.
13. **VENUE, JURISDICTION AND WAIVER OF JURY TRIAL**: This Agreement shall be construed in accordance with the laws of the State of Idaho, and for any dispute arising under this agreement I hereby submit to the exclusive jurisdiction of the courts of Bonneville County, Idaho. I voluntarily waive any right I may have to a jury trial in any action under this Agreement.
14. This Agreement constitutes the entire agreement between The Edge and me (other than applicable membership or payment agreements with The Edge) regarding my use of The Edge's facilities and services, and supersedes all previous agreements, understandings and arrangements, written or oral, between The Edge and me in relation to such matters.

I, THE PARTICIPANT, HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

Date _____ Name (Please Print) _____ Signature _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____ Date of Birth _____

Would you like to receive emails with news, events and deals from The Edge?

YES – *I want to know what's happening at The Edge, and how I can be involved.*

NO – *only contact me regarding my account at The Edge.*

SIGNATURE OF PARENT OR LEGAL GUARDIAN IS REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18

As the parent or legal guardian of a minor child Participant (under age 18) named below, I hereby understand, accept and assume the risks to my minor child in participating in The Edge Activities, and make and enter into each and every agreement, representation, waiver, release and indemnification described above on behalf of myself, Participant, and any other parent or legal guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against The Edge arising out of Participant's participation in any of The Edge Activities or related in any way to The Edge's involvement in these Activities. I further agree that I will hold harmless, defend and indemnify The Edge of and from any claims of my own or of the minor Participant or third parties arising from or related to the minor child Participant's participation or involvement in any The Edge Activities.

Name of Minor Child _____ Birthdate of Minor Child _____ Age of Minor Child _____

Date _____ Name of Parent or Guardian (Please Print) _____ Signature _____

Relationship to Minor Child (Parent, Guardian, etc.) _____