

P.J. Asch Otterfitters
Climbing Wall Rules Agreement



Print Climber's Name: _____

1. Only authorized climbers may climb or boulder on the wall. Authorization may be obtained by demonstrating the appropriate skills to an appointed member of the staff on duty in the facility. These skills will include proper knot tying, belaying, bouldering, spotting, etc.
2. All climbers must demonstrate and pass a belay checkout. This will also be required for lead climbing and lead belaying.
3. All climbers agree to utilize proper discrete hand switch belaying techniques.
4. All climbers agree to use the DOUBLE CHECK exchange before beginning the climb. The belayer will check the climbers gear, and the climber will check the belayer's system and exchange confirmation that the equipment is OK. This is most important and must vigilantly be performed at the start of EACH AND EVERY CLIMB.
5. All climbers will comply with the judgments of the staff on duty in the gym.
6. All climbers must have on file a signed "Waiver of Liability/Assumption of Risk" form.
7. Approved climbing equipment only in the climbing gym.
8. Members must show the counter employee their membership card and picture ID when entering.
9. Non-members, when entering, must give the counter employee their name.
10. A minimum of one spotter per climber when bouldering is required. Boulderer's feet shall not exceed the height of the spotter's shoulders.
11. No hard soled or lug shoes will be permitted on climbing surfaces. Rocks climbing shoes or athletic shoes are recommended.
12. No bare foot climbing.
13. The belayer must pay attention to the climber by keeping the climber in eye contact at all times.
14. No one will be allowed to climb or boulder unless an approved staff instructor or supervisor is present.
15. NO food or beverage allowed in climbing rooms.
16. No powered or block chalk allowed, Chalk balls only.
17. Parents – an adult must accompany Children under the age of 16 unless other arrangements or lessons are scheduled. Parents must sign the PJ Asch Otterfitters "Waiver of Liability" form for any child under 18 years old.
18. Lessons in progress have priority on routes. If an instructor needs the route you are on, you may be asked to move to another route. Please finish the climb and allow the lesson to use the route.
19. No climbing will be allowed while under the influence of intoxicating substances.
20. Any infractions of the above rules will result in loss of privileges for that event. Repeated infractions will result in loss of membership privileges.
21. Rappelling will only be done under the supervision of a staff member of P.J. Asch Otterfitters. All rappelling must be belayed.

I HAVE READ AND UNDERSTAND THE ABOVE ITEMS AND BY SIGNING THIS FORM INDICATE THAT I AGREE TO FOLLOW THE ABOVE RULES.

Signature _____ Date _____

Climber's Street Address/City/State/Zip _____

Climber's Phone Number _____ Climber's Birth Date _____ Climber's Age _____

Emergency Contact _____ Phone Number _____

Employee that received this form _____

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY. ASSUMPTION
OF RISK. AND INDEMNIFICATION AGREEMENT**

WARNING. THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING IT, YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE. FOR ANY PERSONAL INJURIES OR DAMAGE TO YOUR PROPERTY. OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF THE P.J. ASCH OTTERFITTERS ROCK CLIMBING FACILITIES, CLIMBING WALLS OR EQUIPMENT, OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES SPONSORED BY P.J. ASCH OTTERFITTERS YOU WILL BE RELEASING THE LANDLORD OF P.J. ASCH, ANY PERSONS WHO HAVE DESIGNED, MANUFACTURED OR INSTALLED THE FACILITIES, CLIMBING WALLS OR EQUIPMENT OF P.J. ASCH AND ANY PERSONS USING THE CLIMBING WALLS OR EQUIPMENT OF P.J. ASCH. THIS RELEASE IS BINDING EVEN IF THE RELEASED PERSONS HAVE CONTRIBUTED TO YOUR INJURIES OR DEATH THROUGH THEIR INDIVIDUAL OR COLLECTIVE NEGLIGENCE. THIS AGREEMENT IS BINDING ON YOU. YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES YOU TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

I, the undersigned, acknowledge and agree that the use of the facilities, climbing walls or equipment of P.J. Asch Otterfitters and the taking of classes or participating in the activities sponsored by P.J. Asch Otterfitters has INHERENT RISKS. Those risks include, but are not limited to the following:

1. Injuries resulting from the NEGLIGENCE of the owners. Operator. Employees, or volunteer assistants of P.J. Asch Otterfitters, or the NEGLIGENCE of other climbers, visitors, or persons who may be present at P.J. Asch Otterfitters or the NEGLIGENCE of the designers, manufacturers or installers of the facilities, climbing walls or equipment of P.J. Asch Otterfitters or the NEGLIGENCE of the landlord of P.J. Asch Otterfitters.
2. Injuries or death resulting from the failure or negligent misuse of the facilities, climbing walls or equipment of P.J. Asch Otterfitters.
3. Injuries resulting from slips. Trips or falls while using the facilities, climbing walls or equipment of P.J. Asch Otterfitters,
4. Injuries resulting from the fall of other persons who may come into contact with me or from any falls in which I Come into contact with other persons.
5. Injuries that occur from the NEGLIGENCE or lack of adequate training of those volunteers or employees at P .J. Asch Otterfitters who seek to assist with medical or other help either before or after injuries have occurred.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using P.J. Asch Otterfitters's facilities, climbing walls or equipment. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

_____ Initial

RELEASE AND PROMISE NOT TO SUE

In consideration of my observing or using the facilities, climbing walls, or equipment of P.J. Asch Otterfitters and/or in consideration of my participating in the classes or activities sponsored by P.J. Asch Otterfitters, I agree to indemnify and hold harmless the persons RELEASED and DISCHARGED by me from any loss, liability, damages or cost that may incur due to the presence of any claims or actions by me, or by my heirs. next of kin, assigns, or personal representatives. arising out of my observing or using the facilities, climbing walls or equipment of P.J. Asch Otterfitters, or arising out of my having participated in the classes or activities of P.J. Asch Otterfitters.

In consideration of my using the facilities, climbing walls or equipment of P.J. Asch Otterfitters, and/or in consideration of my participating in classes or activities sponsored by P.J. Asch Otterfitters I also agree to RELEASE FROM ALL LIABILITY, DISCHARGE AND PROMISE NOT TO SUE the designers, manufacturers or installers of the facilities, climbing walls or equipment of P.J. Asch Otterfitters. In consideration of my observing or using the facilities, climbing walls or equipment of P.J. Asch Otterfitters, and/or in consideration of my participating in the classes or activities sponsored by P.J. Asch Otterfitters, I also agree to RELEASE FROM ALL LIABILITY, DISCHARGE AND PROMISE NOT TO SUE the landlord of P.J. Asch Otterfitters.

This agreement releases the aforementioned persons from any liability to me. my heirs. or next of kin. assigns, or personal representatives, for any losses or damages or claims or demands arising out of my PERSONAL INJURIES, damage to my PROPERTY, or from my DEATH.

I understand that I am RELEASING the aforementioned persons FROM ALL LIABILITY EVEN IF their individual or collective NEGLIGENCE contributes to or causes my personal injuries, damage to my property, or my death.

If any provision of this Agreement is held invalid. the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions, and to this end the provisions of the Agreement are to be severable.

_____ Initial

INDEMNIFICATION AGREEMENT

In consideration of my observing or using the facilities, climbing walls, or equipment of P.J. Asch Otterfitters and/or in consideration of my participating in the classes or activities sponsored by P.J. Asch Otterfitters, I agree to indemnify and hold harmless the persons RELEASED and DISCHARGED by me from any loss, liability, damages or cost that may incur due to the presence of any claims or actions by me, or by my heirs. next of kin, assigns, or personal representatives. Arising out of my observing or using the facilities, climbing walls or equipment of P.J. Asch Otterfitters, or arising out of my having participated in the classes or activities of P.J. Asch Otterfitters.

Date _____ Signature _____

I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND THE TERMS, NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. I AGREE TO SAID TERMS.

Date _____ Signature _____

Print Date _____ Address _____

I AM THE PARENT OR GUARDIAN OF THE MINOR _____, AND I AM SIGNING THIS RELEASE ON BEHALF OF THE MINOR.

Parent/Guardian _____

Address _____