

ICE CLIMBING ACTIVITIES LIABILITY WAIVER and ASSUMPTION OF RISK and INDEMNITY

As an addendum to ROCKTOWN, LLC (DBA ROCKTOWN CLIMBING GYM)/TOUCHSTONE YOUTH PROJECT, INC.

Participant Agreement, Release of Liability & Assumption of Risk and Indemnity

This is a release of liability and assumption of risk and indemnity agreement specific to the activity of ice climbing, drytooling, mixed climbing, “dry ice” climbing and belaying. This agreement is an ADDITION TO the original signed release of liability and assumption of risk agreement by the participant for ACTIVITIES at Rocktown Climbing Gym. All original assumptions of risk, release of liability and indemnity related to these and other activities still apply.

There are significant elements of risk in ice climbing, drytooling, dry ice climbing, using ice axes/tools, and belaying for such activities (“ICE CLIMBING ACTIVITIES”). We have taken reasonable steps to provide you with appropriate safety training, guidelines, and equipment so you can enjoy an activity at which you may or may not be skilled; however, we wish to remind you that ICE CLIMBING ACTIVITIES have foreseeable and unforeseeable risks and certain risks which cannot be eliminated without destroying the unique and exciting character of these activities.

1. I acknowledge that this is a COMPLETELY VOLUNTARY activity and I accept all risks both known and unknown.
2. I acknowledge that the use of ice climbing tools/equipment for ice climbing, drytooling, mixed climbing, climbing on artificial ice and rock holds entails known and unanticipated risks that 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.
3. The risks include, among other things: being struck by falling objects including ice, concrete, rocks, climbing equipment, fellow climbers, ice tools; the use and potential or actual failure of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling while climbing or being fallen upon while belaying; the risks of insect bites; the risks of cold including hypothermia, frostbite, puncture wounds; head injuries or trauma; my own physical condition, and the physical exertion associated with this activity.
4. I understand that safety is Rocktown’s number one priority but as a participant I am ultimately responsible for my own safety.
5. Due to the increased risks of climbing with ice axes (and crampons), ALL PARTICIPANTS MUST WEAR A UIAA APPROVED CLIMBING HELMET DURING ICE CLIMBING ACTIVITIES – NO EXCEPTIONS.

_____(initial) **I AGREE TO WEAR A HELMET AT ALL TIMES DURING ICE CLIMBING ACTIVITIES (INCLUDES BELAYING AND CLIMBING).**

_____(initial) **I HAVE RECEIVED THE ICE CLIMBING ACTIVITIES TRAINING SESSION WHICH DETAILS RULES AND SAFETY GUIDELINES FOR THE ICE CLIMBING ROUTE(S) AND AGREE TO ABIDE BY THE RULES AND GUIDELINES.**

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 Rocktown, LLC (DBA Rocktown Climbing Gym)/Touchstone Youth Project, their agents, owners, officers, volunteers, participants, employees, and all other entities or persons acting on their behalf, on the basis of any claim from which I have released them herein. 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	Date		
Name	Date of Birth	Member #:	
Address	City	State	Zip
Email	Phone		

PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION (for participants under 18 years old)

In consideration of _____(print minors name)(hereafter “Minor”), being permitted by Rocktown/Touchstone to participate in its activities and to use its equipment and facilities, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety. I further agree to indemnify and hold harmless the Releasees 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. This Agreement applies to and binds myself, my children, my parents, my guardian, my heirs, my assigns, my personal representative and my estate.

Parent/Guardian Printed Name	Relationship to Minor
Parent/Guardian Signature	Date