

**Southern Idaho Climbing Coalition “Over the Falls Climbing Comp” Participant Agreement
(Assumption of Risk; Waiver Liability; Release; Indemnification; Covenant Not to Sue)**

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT FOR YOURSELF OR A MINOR UNDER THE AGE OF 18, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR NEGLIGENTLY CAUSED INJURIES OR DEATH TO YOUSELF OR YOUR MINOR CHILD OR DAMAGE TO YOUR PROPERTY, ARISING OUT OF PARTICIPATION OR VOLUNTEER EFFORTS, NOW OR ANYTIME IN THE FUTURE.

Acknowledgement of Risk: I (meaning an adult participant for him/herself OR parent/guardian of a minor participant on behalf of a minor) understand and acknowledge that rock climbing entails inherent, known, and unanticipated risks which are voluntarily assumed. These risks include, but are not limited to: falling; being hit by falling objects or other climbers; swinging into the rock or another climber; human carelessness, error, and misjudgment; failure or misuse of equipment; abrasions from ropes, rocks, and/or the ground; changes in the weather; travel over uneven or dangerous terrain, rugged trails, unimproved roads; falling rocks and trees; lightning; sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, hypothermia; poisonous or dangerous plants, animals, or insects; strains, sprains, broken bones and other injuries which could occur and could result in emotional or physical injury, paralysis, death, or damage to property or third parties. I certify that the participant (me or my minor child) has knowledge of the voluntarily assumed risks; is in good health; has no physical or mental limitations that would preclude safe participation; will wear proper clothing and protective equipment; and will abide by all rules of the sport and of the Southern Idaho Climbing Coalition.

Helmet Waiver: I acknowledge that wearing an approved helmet and following competition rules may help prevent injuries. I understand that I am required to wear a helmet while climbing, belaying and/or standing within 20’ of climbing areas, and that by not wearing a safety helmet, I am refusing this critical safety precaution against the advice of Southern Idaho Climbing Coalition, and hereby waive and release Southern Idaho Climbing Coalition, its Board, Volunteers, and all applicable land owners and managers (“Released Parties”) from any and all liability associated with my voluntary refusal to wear a safety helmet.

Release/Covenant Not to Sue/Indemnification: To the fullest extent permitted by law, and in consideration for being allowed to participate, I, on behalf of myself, my minor child (if applicable), my heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold harmless, release, and covenant not to sue the Released Parties for any negligently caused injuries or losses arising from or related to the Over the Falls Climbing Competition. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by or caused by me or my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

Other: I acknowledge that insurance coverage for bodily injury and property damage, including automobile insurance, is my personal responsibility. I grant Southern Idaho Climbing Coalition the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child while participating in the Over the Falls Climbing Competition. I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility. If any part of this agreement is deemed unenforceable, the remainder shall continue in full force and effect. The venue of any dispute shall be in Twin Falls County, Idaho and shall be governed by Idaho law.

If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have read the terms and agree to them, and have the legal right to execute this document on behalf of the minor, and that this document, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.

Participant Name and age if a minor (printed)

Participant Signature

Date

Parent/Guardian Signature

Emergency Contact Name and Phone

Activity Description

The Over the Falls Climbing Competition is a one-day climbing competition with timed top-rope and lead categories. Categories are based on the climber's onsite climbing ability. Ropes for the top-rope segments are provided. Climbers must supply their own equipment and belayer. Climbers in the lead climbing categories must supply their own rope for lead climbing. The climbing areas are open to spectators during this event.

Climbing activities may be dangerous and you are responsible for understanding the risks and dangers before participating in this event. You are responsible for your own actions while participating in this Over the Falls Climbing Competition or while engaging in incidental activities that are not part of the Over The Falls Climbing Competition. It is your responsibility to prepare yourself with the proper skills and equipment to minimize dangers to yourself and others. Event organizers are available to meet and discuss needs, expectations, and risks prior to and during the event. Instruction is not provided by Sothern Idaho Climbing Coalition as Over the Falls Climbing Competition is not a class. Members of Southern Idaho Climbing Coalition as well as community members are welcome to participate, but participation is done at everyone's own risk.

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