

# UNDER 18

## PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK HOUND EARS BOULDERING COMPETITION

# UNDER 18

In consideration of the services of Hound Ears Club Ltd., Stump Jump LLC and The Triple Crown Bouldering Series Organizers (Jim Horton, and Chad Wykle) and their agents, owners, officers, volunteers, participants, employees, and all other entities acting in any capacity on their behalf (hereinafter collectively referred to as Hound Ears Club Ltd., Stump Jump LLC and Triple Crown), I hereby agree to release and discharge Hound Ears Club Ltd., Stump Jump LLC and Triple Crown, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that Rock Climbing 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 cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things:

- The hazards of walking on uneven terrain;
- Being struck by rockfall, treefall, or other objects dislodged or thrown from above;
- The use of safety ropes and equipment, including equipment failure;
- The risks of falling while climbing;
- The risks of exposure to poison ivy, or exposure to insect bites or bee stings, or other injuries inflicted by animals, insects, reptiles, or plants;
- The potential for human error, by guides or others, which causes the safety system to fail;
- My own physical condition, and the physical exertion associated with this activity.

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 risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Hound Ears Club Ltd., Stump Jump LLC and Triple Crown 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 Hound Ears Club Ltd., Stump Jump LLC and Triple Crown equipment or facilities, including any such claims which allege negligent acts or omissions of Hound Ears Club Ltd., Stump Jump LLC and Triple Crown.
4. Should Hound Ears Club Ltd., Stump Jump LLC and Triple Crown 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 Hound Ears Club Ltd., Stump Jump LLC and Triple Crown I agree to do so solely in the state of North Carolina, and I further agree that the state shall apply in that action without regard to the conflict of law rules of that state.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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 Hound Ears Club Ltd., Stump Jump LLC and Triple Crown 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 of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S 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 Hound Ears Club Ltd., Stump Jump LLC and Triple Crown to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Hound Ears Club Ltd., Stump Jump LLC and Triple Crown from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date \_\_\_\_\_