

## PSYCHED TO CLIMB

### **PARTICIPANT AGREEMENT**

**(Including assumption of risks and agreements of release and Indemnity)**

**Please read this document carefully.** It must be signed by all adult (eighteen years and older) participants in the activities of Psyched to Climb, PLLC, a Texas professional limited liability company (the Company). "Participant" as used in this agreement refers to persons who are actively engaged in the activities of the Company. If the Participant is a minor, at least one parent or legal (court-appointed) guardian (parent and guardian being referred to in this document as "Parent") must sign, as evidence of their agreement to these terms and conditions for themselves and, to the maximum extent allowed by law, on behalf of the minor Participant.

In consideration of the services of the Company I, an adult Participant, or Parent of a minor Participant (for myself and on behalf of that minor), acknowledge and agree as follows:

#### **Activities and Risks**

The Company will provide psychological therapy services utilizing the indoor climbing walls and other facilities of Mesa Rim Austin LLC (the "Gym"). A typical session will include 60 to 90 minutes of climbing followed by 60 minutes of therapy conducted by or under the direct supervision of a licensed clinical therapist. Climbing therapy groups will consist of several sessions (typically one a week for eight weeks). During sessions, Clients of the Company are allowed to use certain Gym facilities and equipment and receive training and certification in belaying from Gym staff. Except with respect to belay training and certification, the Company, NOT the Gym, is responsible for the manner in which the activities of the Company are conducted.

Activities of the Company ("Activities") include climbing on artificial walls which are constructed to present challenging and fun movement. The Gym premises, facilities, and equipment are accepted by Participants and parents "as is." Participants must pay attention to the condition of holds, flooring, equipment and the conduct of other Participants and visitors to the Gym. Adult Participants and Parents of minor Participants will be required to sign agreements with the Gym, including a release or waiver of claims arising from its use.

I, an adult Participant or Parent, represent that I have read the Gym Rules, explained them to the minor Participant if any, and agree that I and the minor will abide by these Rules and any specific request or instruction of Gym or Company staff. I understand further that I, or the minor, may be withdrawn from the Activities for conduct which violates the Rules or is otherwise dangerous, disruptive or not respectful of others.

Risks of the Company activities include, among others, the following:

- 1) failure and or misuse of the facilities, climbing structures, holds, harnesses, and other equipment
- 2) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including the climbing wall and equipment
- 3) a Participant's exceeding their capabilities or having a condition, physical or mental, which causes them to be a danger to themselves or others
- 4) emotional upset including fear of heights and reliance on others
- 5) carelessness and misjudgments, including negligence, of others by Participants, other visitors to the Gym, and Gym and Company staff, including by improperly belaying and otherwise failing to follow proper procedures, instructions and operating policies
- 6) defects in or the failure of gear, including personal gear
- 7) communicable diseases
- 8) moving about the Gym and the use of its facilities, including locker rooms and restrooms.

These and other risks are inherent in the activities of the Company; that is, without them, participation in the activities of the Company would lose its value and vigorous participation would be discouraged. These and other risks can result in losses to Participants, including property damage, bodily injury, personal upset, illness, permanent disability, paralysis, and even death.

### **Assumption of Risks**

I hereby acknowledge the risks described above and their inherency, and understand that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks, physical and otherwise, inherent or not, and whether or not described above, of participating in the Activities of the Company and moving about the Gym and using its equipment and facilities. If I am the Parent of a minor Participant, I have discussed the activities, risks, responsibilities, and Rules with the minor Participant who understands and accepts them.

### **Release and Indemnity**

**I, an adult Participant or Parent (as Parent, agreeing for myself and, to the maximum extent allowed by law, on behalf of a minor Participant of whom I am the parent or guardian), hereby agree to release and discharge Psyched to Climb, PLLC, its owners, employees, and volunteers and contractors ("Released Parties") from all claims, liabilities, and losses asserted by or on behalf of me or the minor Participant for whom I sign below in any way arising from or related to my, or the minor's, participation in the Activities of the Company. I understand that by signing this document, I surrender my, and, if allowed by law, the minor Participant's, right to make a claim or file a lawsuit against a Released Party for personal injury (mental or physical), illness, property damage, wrongful death, products liability, or any other theory, to the maximum extent allowed by law.**

**I further agree to hold harmless and indemnify (that is, defend and pay or reimburse) the Company and the other Released Parties from any claim and from any liability, loss, damages**

or expenses (including attorney's fees and insurance deductibles) resulting from 1) a claim brought by another Participant, visitor to the Gym or any other person for loss or damage caused by my, or the minor Participant's, acts or omissions; and 2) a claim brought by me, or the minor Participant, or any member of my or the minor's family, in any way arising out of or related to my or the minor's participation in the activities of the Company, visit to the Gym, the use of its equipment and facilities, or otherwise being on the premises of the gym. These agreements of release and indemnity include claims of negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.

### Additional Provisions

I, an adult Participant or Parent, acknowledge and agree to the following additional provisions:

Medical: I understand that the Gym has only limited resources for responding to a medical emergency. Neither I nor the minor Participant has any condition which would cause me, or them, to be a danger to ourselves or to others. I have insurance sufficient to cover medical costs that may be incurred, and in any event I agree to be responsible for such costs.

Media Release: I consent to the reproduction and use by the Company of photographs, videos, and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes, ***unless I revoke my consent for media release to the Company in writing.***

Dispute Resolution: For myself and for the minor Participant, I agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor and a Released Party. Should the dispute not be resolved by mediation, I agree that it will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. I agree that any dispute between the parties will be governed by the substantive laws of the State of Texas, not including the laws which might apply the laws of another jurisdiction. Any mediation or arbitration shall take place only in Harris County, Texas.

This agreement will apply to my, or the minor's, participation in the Activities of the Company until replaced by a new agreement, which will apply to participation in Activities thereafter. Rights and obligations under this agreement, as to prior activities, will not be affected in any way by the new agreement.

**I have carefully read, understand and voluntarily sign this agreement and acknowledge that it is intended to be effective and binding upon me, the minor child for whom I sign below, and my, or the minor's, family, heirs, executors, administrators, and representatives. I agree that if any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect.**

<b>Participant Name:</b>		<b>Date of Birth:</b>	
<b>Phone Number:</b>		<b>Email Address:</b>	
<b>Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip code:</b>
<b>Emergency Contact Name:</b>		<b>Emergency Contact Phone Number:</b>	
<b>Signature of Adult Visitor:</b>		<b>Date:</b>	

To be read and signed by parent/guardian of a minor:

<b>Name of Parent/Guardian (printed):</b>	
<b>Signature of Parent/Guardian:</b>	<b>Date:</b>