

LADIES CLIMBING COALITION PARTICIPATION AGREEMENT
(INCLUDING ASSUMPTION OF RISKS, RELEASE AND INDEMNITY)

Date: _____

PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING IT, IN EXCHANGE FOR BEING ALLOWED TO PARTICIPATE, YOU ARE GIVING UP YOUR RIGHTS AND IF APPLICABLE YOUR MINOR CHILDREN'S LEGAL RIGHTS

PARTICIPANT'S FULL NAME PRINTED

AGE

DATE OF BIRTH

If participant is a minor, then **PARENT OR LEGAL
GUARDIAN'S FULL NAME PRINTED HERE**

AGE

DATE OF BIRTH

LADIES CLIMBING COALITION reserves the right to require a driver's license or other form of identification for verification of identity and age.

This agreement is entered into, as of the date stated above, between PATRONS and LADIES CLIMBING COALITION, 501c3, both of whom unequivocally and expressly desire to shift and allocate responsibility and liability for risks inherent in the contemplated ACTIVITIES from one party to another, as set forth herein. In consideration of being allowed to participate in the ACTIVITIES provided by LADIES CLIMBING COALITION, PATRONS hereby acknowledge, understand, and agree unequivocally to the following:

As used herein, the following terms shall have the following meanings:

"ACTIVITIES" shall mean and include all of the following and any related activities: climbing on, up or down or attempting to climb or hang on a rock wall or climbing wall within the facilities where the LADIES CLIMBING COALITION activities take place, bouldering activities (including moving up, down and over vertical and slanted walls, un-roped, with the assistance of hand and foot holds, at heights of up to 14 feet), participation in training classes, safety training, yoga, fitness training, warming up, working out and any other activities provided by LADIES CLIMBING COALITION and/or undertaken by PATRONS; "ACTIVITIES" shall further mean and include PATRONS' presence in or at the FACILITY, including but not limited to spectating and including ingress and egress.

"FACILITY" shall mean the facility(ies) owned, operated, or utilized by LADIES CLIMBING COALITION where the ACTIVITIES take place, including without limitation the building and rock wall and climbing wall and related equipment therein.

"LADIES CLIMBING COALITION" shall mean the 501c3 entity of the Ladies Climbing Coalition and its founders, members, managers, owners, officers, directors, agents, employees, volunteers, independent contractors, insurers, facility operators, land and/or premises owners, suppliers, thereon, ropes, cords, webbing, carabiners, harnesses, belay devices, rappel devices, descenders, shoes, and the other climbing equipment or materials used in LCC activities, and any and all other persons and entities acting in any capacity on behalf of the

foregoing or for whom they may be responsible. The parties stipulate (stipulation pour autrui) that this agreement is for the benefit of all of the foregoing persons.

As used herein, "PATRONS" shall mean the undersigned individually when he or she is an adult who will participate in the ACTIVITIES (as well as his/her respective heirs, assigns, administrators, representatives and/or next of kin); and when the participant is a minor "PATRONS" shall include the minor participant as well as the undersigned (and both of their respective heirs, assigns, administrators, representatives and/or next of kin).

"REGARDLESS OF FAULT " shall mean WITHOUT REGARD TO THE CAUSE OR CAUSES OF ANY LOSS, INJURY OR CLAIM, INCLUDING, WITHOUT LIMITATION, EVEN THOUGH A LOSS, INJURY OR CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE, PASSIVE, GROSS, OR OTHERWISE), WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHER FAULT, OF ANY INDEMNITEE, AND WHETHER OR NOT CAUSED BY A PRE-EXISTING CONDITION OR A VICE OR DEFECT IN THE FACILITY.

1. Acknowledgement and Assumption of Risks. PATRONS understand that there are dangers and risks and engaging in ACTIVITIES can result in personal injury and even death. Risks include, without limitation, falling, abrupt contact with objects, persons, structures and flooring as a result of falling or jumping from a wall or moving about the premises; being struck by falling objects or persons; the failure of structures and equipment, including slackline and fitness equipment; defective, worn, uneven, or separated flooring or placement of pads; failure of any hardware used in the climbing walls, including climbing holds, anchors or ropes; and the negligence of other participants, employees or agents of the LADIES CLIMBING COALITION, and/or other persons. These and other risks can result in, among other injuries, head injuries, sprains or broken bones, tendonitis, bursitis or other connective tissue or overuse injuries, and other trauma. These and other risks and hazards are inherent in participating in LADIES CLIMBING COALITION activities -- that is, without them, the visit and its activities would lose their value and appeal and vigorous participation would be discouraged. LADIES CLIMBING COALITION ASSUMES no legal duty to protect PATRONS from any such risks of his or her visit. PATRONS acknowledge that by choosing to participate in the ACTIVITIES it is creating such risks of serious bodily injury, including the risk of permanent disability, paralysis and loss of life, and knowingly and freely assume all such risks.

ACKNOWLEDGE BY INITIALS HERE [REDACTED] THAT *CLIMBING IS DANGEROUS*; AND THAT PATRONS ACKNOWLEDGE THE FOREGOING AND SO ASSUME AND ACCEPT ALL RISKS OF INJURY IN CONNECTION WITH THE ACTIVITIES AND IN THE CONDITION OF THE FACILITY, INCLUDING AS TO ANY VICES AND DEFECTS IN SAME, WHETHER LATENT AND/OR NOT DISCOVERABLE UPON SIMPLE INSPECTION, INCLUDING ANY VICES OR DEFECTS KNOWLEDGE OF WHICH WOULD DETER PATRONS FROM MAKING THIS AGREEMENT.

2. Responsibility for Conduct. As a condition of use of the FACILITY, participants must first complete orientation, including a video and/or personal instruction and an opportunity for questions and answers. Orientation is essential to the participant's successful management of the risks of bouldering. PATRONS agree to complete orientation before engaging in

ACTIVITIES and to comply with all rules established for the ACTIVITIES, which include without limitation rules in the orientation video, rules orally given, the rules posted in the FACILITY and on the website. PATRONS accept sole responsibility for their own conduct while participating in the ACTIVITIES.

ACKNOWLEDGE BY INITIALS HERE [REDACTED] THAT PATRONS WILL COMPLETE ORIENTATION BEFORE ENGAGING IN ACTIVITIES, COMPLY WITH ALL RULES, AND BE SOLELY RESPONSIBILITY FOR THEIR OWN CONDUCT WHILE PARTICIPATING IN ACTIVITIES.

3. Representation of Good Health. PATRONS represent and warrant that (i) they are in good health and in proper physical condition to participate in the ACTIVITIES; (ii) they are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair their ability to safely participate in the ACTIVITIES; and (iii) they have not been advised against participating the ACTIVITIES by a health professional.

ACKNOWLEDGE BY INITIALS HERE [REDACTED] THAT PATRONS ARE SOBER AND ASSUME SOLE RESPONSIBILITY FOR DETERMINING IF HE, SHE OR THEY ARE SUFFICIENTLY FIT & HEALTHY TO PARTICIPATE IN THE ACTIVITIES.

4. Waiver and Release of Liability. To the fullest extent permissible under law, PATRONS agree to hold LADIES CLIMBING COALITION harmless and forever waive, release, compromise, settle and forever discharge LADIES CLIMBING COALITION of and from any and all liability and responsibility for any and all damages or claims of any nature or kind that PATRONS may sustain in connection with or arising out of the ACTIVITIES, REGARDLESS OF FAULT. PATRONS agree that they will not file suit, nor prosecute, nor allow to be prosecuted in their name, in any court, whether state or federal, or in any other proceeding, any claim or demand of any type related to the matters released above, it being the intention of the PATRONS that, with the execution of this document LADIES CLIMBING COALITION will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of each other related in any way to the matters released herein. PATRONS agrees that, upon request of LADIES CLIMBING COALITION at any time up to two years following participating in ACTIVITIES, PATRONS shall sign an acknowledgement, confirmation and/or ratification of this waiver and release agreement in writing.

5. Indemnification. To the fullest extent permissible under law, PATRONS further agree to indemnify, defend, and hold LADIES CLIMBING COALITION harmless from and against any and all liability of any nature or kind, including but not limited to causes of action, suits, claims, judgments, costs or expense, including attorney's fees, for death, injury, or damages to persons or property arising out of, directly or indirectly, PATRONS' participation in the ACTIVITIES, REGARDLESS OF FAULT. PATRONS shall and will, at his, her or their own expense, defend any and all such suits, claims, citations, or actions that may be brought by any person against LADIES CLIMBING COALITION and shall and will satisfy, pay and discharge any and all judgments, fines or penalties that may be against LADIES CLIMBING COALITION. The

obligations under this section shall apply REGARDLESS OF FAULT of LADIES CLIMBING COALITION.

6. Lost or Stolen Property. To the maximum extent permitted by law, PATRONS shall at all times be responsible for, shall assume all risks of loss or theft of their personal effects or movable property, and hereby waive and release and agree to defend, protect, indemnify and hold harmless LADIES CLIMBING COALITION from and against any and all claims arising out of lost, stolen, or damaged movable property or personal effects while engaging in LADIES CLIMBING COALITION ACTIVITIES, REGARDLESS OF FAULT of LADIES CLIMBING COALITION

7. Conspicuous and Fair Notice. ALL PARTIES AGREE THAT THIS AGREEMENT UNEQUIVOCALLY STATES IN A CONSPICUOUS MANNER AND AFFORDS FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

8. Right to Photograph. PATRONS hereby grant to LADIES CLIMBING COALITION the irrevocable right and permission to photograph and/or record PATRONS while participating in LADIES CLIMBING COALITION activities and to use any such photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. PATRONS waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

9. Severability and Reformation. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Louisiana law. However, if any clause or provision, or part thereof, of this Agreement shall be prohibited by or invalidated under applicable law, such clause, provision or part shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such clause or provision or the remainder of this Agreement. It is the intention of the parties to this Agreement that any provision or part hereof which is determined to be illegal, invalid or unenforceable shall be reformed so as to make said terms legal and enforceable to the fullest extent permissible under law.

10. Choice of Law/Jury Trial Waiver. The parties hereto agree that this agreement shall be construed in accordance with Louisiana law without regard to any conflicts of law provisions that would suggest applicable of the laws of another jurisdiction. PATRONS AND LADIES CLIMBING COALITION EACH KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND UNEQUIVOCALLY WAIVE AND GIVE UP ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN PATRONS AND LADIES CLIMBING COALITION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE UNDERLYING ACTIVITIES.

11. Attorney's Fees. Should PATRONS file suit against LADIES CLIMBING COALITION relating to this agreement or the underlying ACTIVITIES and/or in the event it is necessary for LADIES CLIMBING COALITION or its insurers to retain an attorney to defend against any such

claim or enforce any of the terms and conditions of this agreement, PATRONS shall pay or reimburse all of LADIES CLIMBING COALITION attorneys' fees, court costs and expenses.

12. Authority of Parent or Guardian for Minor. ACKNOWLEDGE BY INITIALS HERE
_____ THAT the person who signs this agreement in a representative capacity as the parent or guardian of a minor represents and warrants to LADIES CLIMBING COALITION that such person is a parent with parental rights or as the legal guardian authorized to agree on behalf of the minor participant. Each such signor agrees that he or she shall defend, indemnify, and hold harmless LADIES CLIMBING COALITION arising out of (i) any lack of authority on his or her part to enter into this agreement on behalf of the minor, and/or (ii) from and against any claims or losses arising out of a breach of its foregoing representation and warranty.

BY SIGNING BELOW THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS TERMS AND UNDERSTAND AND THAT HE OR SHE IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND IS FREELY CHOOSING TO SIGN AND DOING SO WITHOUT ANY DURESS OR INDUCEMENT OR ASSURANCE OF ANY NATURE and intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, then the balance, notwithstanding, shall continue in full force and effect.

You MUST be 18 years old or older to sign this Agreement for Yourself or Others.
If the Participant is under age 18, this Agreement must be
Completed and Signed by a Parent or Legal Guardian

Signature: _____

Printed name: _____