

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of the "Rush Copley Healthplex," their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting on their behalf (hereinafter collectively referred to as "Rush Copley Healthplex"). I hereby agree to release and discharge Rush Cooley Healthplex on behalf of myself, my children, my parents, my heirs, assigns, personnel representatives and estate as follow:

1. I acknowledge that climbing and artificial climbing wall entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to my property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include among other things: falling off the wall; loose and/or damage artificial climbing holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor: equipment failure; belay and/or belayer failure; climbing out of control or beyond one's own personal abilities; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

Furthermore, Rush Copley Healthplex employees have difficult jobs to perform. They seek safety, but they are not infallible. They may not be aware of the participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agreed and promise to accept and assume all 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 agreed to indemnify and hold harmless the Rush Copley Healthplex from all claims, demands, or cause of action, which are in anyway connected with my participation in this activity or my use of the Rush Copley Healthplex gym equipment or facilities, including any such claims which allege negligent acts or omissions of the Rush Copley Healthplex.

4. Should the Rush Copley Healthplex, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to bear the cost 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 cost of all risks that may be created, directly or indirectly, by any such actions.

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 cost 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 cost of all risks that might be created, directly, or indirectly, by any such condition.

6. In the event I file a lawsuit against Rush Copley Healthplex, I agreed to do so solely in the state of Illinois, and I further agree that the substantive of law of that state shall apply in that action without regard to the conflict of laws rules of that state. I agree that if any portion of this agreement is found void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I have 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 rights to maintain a lawsuit against Rush Copley Healthplex on the basis of any claim from which I released 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: _____

PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) being permitted by Rush-Copley Healthplex to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Rush Copley Healthplex from any and all claims which are brought by, or on behalf of minor, and which are in anyway connected with such use or participation by minor.

PARTICIPANTS HEALTH HISTORY

NAME _____ DATE _____

ADDRESS _____

INSURANCE COMPANY _____

PLEASE READ: This form is intended to remind leaders and participants of the seriousness of attempting climbing activities with an old, preexisting injury, a heart condition which might be aggravated by the event.

QUESTION	RESPONSE
1. Any preexisting injuries (ankle, knee, back, neck, etc.) that might be aggravated by participating?	YES NO
2. Taking any current medication? _____	YES NO
3. Any heart problems or heart medications? _____	YES NO
4. Do you have high blood pressure?	YES NO
5. Do you have allergies (food, bees, insect, medications, etc.)	YES NO
6. Do you have physical limitations? _____	YES NO
7. Current level of activity back home	LOW MED HIGH

If you answered YES to any questions above please discuss that item with staff.

Please include any additional information that you feel is relevant: _____

SIGNED _____

In case of emergency who do we contact: _____ Relationship: _____