

# Mesa Rim Climbing Center Visitors Agreement



Participant Last Name		Participant First Name		Participant Middle Name		Date of Birth	
Address		City	State	Postal	Country		
Home Phone			Work Phone		Cell Phone		
Email Address		Can we email	How did you hear about Mesa Rim?				
Emergency Contact				Emergency Phone			

In consideration of being allowed access to the premises and services of Mesa Rim Climbing Center, Inc. (referred to below as Mesa Rim), I, an adult (18 years of age or older) visitor or the parent or legal guardian of a visitor who is a minor (for myself and on behalf of the minor) , hereby acknowledge and agree as follows:

**1. Activities and risks:** Activities of Mesa Rim include indoor wall climbing (including the use of auto belays), bouldering, slacklining; and yoga and fitness classes and training, including the use of a variety of exercise and fitness machines and walking and running the outside perimeter of the Mesa Rim facility. Mesa Rim will from time to time offer competitions, and special events or “camps”, which, in addition to the above, may include teambuilding and group facilitation activities, and movement about obstacle courses including zip lines, rope ladders and rope swings. Visitors – climbers, observers and others - are free to move about the premises of Mesa Rim Climbing Center and to use its facilities including eating concessions, locker room, and parking lot. Participants are expected to ask for and receive orientation and instruction in the use of equipment with which they are not familiar. In any event, Participants must request and obtain certification for top rope belaying, lead belaying, and lead climbing before commencing any such activities. Use of an auto belay requires top rope belay certification or an orientation by Mesa Rim Staff. Mesa Rim has contracted for the services of certain independent contractors, including for yoga and fitness instruction. Mesa Rim does not control, and is not responsible for, the manner in which these contractors perform their tasks, and any dispute or claim arising from their performance is strictly between the visitor and the contractor – not Mesa Rim

The sport of wall climbing and the use of Mesa Rim facilities, premises and equipment involve risks which include, among others: 1) falling (including from the climbing wall and other structures), tripping, slipping, and striking objects and other persons while engaged in activities and using the facilities and moving about the premises; 2) rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall including, but not limited to climbing, belaying, rappelling, lowering on ropes, rescue systems, and other rope techniques; 3) walking and running outside the Mesa Rim building, including exposure to pedestrian and vehicle traffic and the uncertainties of the terrain; 4) the failure of machines and structures; 6) over exertion and strains while engaged in the activities; 7) the carelessness, including negligence, of myself and others, including staff , which might include falling climbers and dropped items, the misuse of ropes, slings, harnesses, climbing holds, anchor points, or a part of the climbing wall; the misjudgment of my and others’ competencies and experience; and failure to follow Mesa Rim staff instruction, or to ask for information or assistance.

I acknowledge that I have had the opportunity to ask questions about Mesa Rim activities, risks, equipment, facilities and the premises. I have had the opportunity to examine the climbing wall and other equipment. I will read carefully and obey the posted Rules and directions of staff. The risks described above and others can cause damage to my property, personal injury and even death. I agree that the above described risks are inherent in a visit to Mesa Rim and participation in its activities – that is, without them the visit would lose its essential character and appeal. Other risks may exist, and the above list in no way limits the scope of the assumption of risks, and the release and indemnification that follow.

**2. Assumption of risks:** I acknowledge and assume all the risks of climbing and the other activities of Mesa Rim, moving about the premises and using the facilities and services of Mesa Rim, as a climber or otherwise, whether or not those risks are inherent , and whether or not they are described above. If the visitor is a minor I have described these risks to the child who understands them and wishes to visit Mesa Rim nevertheless.

**3. RELEASE AND INDEMNITY:** I, an adult visitor, or the parent or guardian of a visitor who is a minor, for myself and on behalf the minor, hereby release and agree not to sue Mesa Rim Climbing Center, Inc., RRN Mesa Rim, LLC, and their respective owners, members, shareholders, directors, officers and staff, including volunteers ("Released Parties") with respect to any and all liabilities, suits, claims, demands, losses and cost s(including attorneys fees) , incurred by me or the minor child, that are in any way related to or arise out of my, or the child's, visit to Mesa Rim. In addition, I agree to indemnify and hold harmless the Released Parties and each of them from any and all causes of action, claims, demands, losses and costs (including attorneys fees) of any nature whatsoever arising out of or in any way related to my or the child's visit to Mesa Rim. These agreements of release and indemnity include claims which allege negligent (but not grossly negligent or intentionally wrongful) acts or omissions of Mesa Rim or another Released Party.

**4. OTHER:** In order to reduce the chances of illness, serious injury, or death, Mesa Rim advises that participants consult a physician before beginning an exercise program, or engaging in strenuous physical activities or diet/nutrition alternations. (Please review the Warranty of Physical Fitness and other provisions of the Mesa Rim Membership Contract). If I am an adult visitor, or the parent of a minor visitor, I declare that I (or the child) have (or has) no medical or physical condition which could endanger ourselves or others.

I give permission to Mesa Rim to capture my image by means of any form of media, including photo or video, and agree that any such media may be used for any and all purposes that Mesa Rim sees fit, and without compensation.

I understand and agree that Mesa Rim and its staff reserves the right to deny access to or use of its facilities to any individual, permanently or for a specified period of time, for any breach of Mesa Rim's policies, rules and regulations or for any conduct that is viewed by staffas unsafe or inappropriate.

I agree that that I have adequate insurance to cover any injury or damage I or the child may cause or suffer while participating, and in any event I agree to bear the costs of any such injury or damage.

I agree that the validity and enforceability of this agreement will be governed by the substantive laws of California, without regard to its conflict of law rules, and any suit or mediation must be brought and maintained exclusively in San Diego County, California. For myself and, if applicable, for the minor child, I consent to the jurisdiction of those courts.

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. I have had sufficient opportunity to read this entire document. I have had the opportunity to ask questions about this document.

This agreement is intended to be effective and binding upon me, the minor participant, and upon our respective heirs, representatives, executors and administrators.

This Agreement will remain in full force and effect until and unless terminated or modified by the parties, in writing.

**Signature of Participant**

(18 years and older must sign)

Participant Name

Date

\_\_\_\_\_

Parent(s) or Court-Appointed Legal Guardian(s) must sign below for \_\_\_\_\_ and agree that they and the minor are subject to all the terms of this document, as set forth above.

**Signature of Parent(s)**

(or Legal Court Appointed Guardian)

Parent/Guardian Name

Date

\_\_\_\_\_

\_\_\_\_\_