



Participant Agreement

879 E. McLemore Ave
Memphis, TN 38106
901-401-6104
www.memphisrox.com

PLEASE READ CAREFULLY BEFORE SIGNING.

By signing this document, you wave certain legal rights, including the right to sue One Family Memphis - Memphis Rox, a sponsored activity of One Family Memphis, a Tennessee not-for-profit entity.

I, _____, desire to participate in the Activities offered by Memphis Rox as described below, and to otherwise enter any area where the Activities take place, or to observe or otherwise participate in or in any other way be involved for any purpose with the Activities. In consideration of being permitted to participate in the Activities, I hereby agree to all the terms of this Participant Agreement, including the release of liability and waiver of rights included herein. I UNDERSTAND THAT CLIMBING IS DANGEROUS.

By signing this document, you wave certain legal rights, including the right to sue One Family Memphis - Memphis Rox, a sponsored activity of One Family Memphis, a California not-for-profit entity.

Activities: Activities of Memphis Rox include, but are not limited to, the following: the use of roped (top rope and lead climbing) climbing walls, bouldering areas, weights and other training and fitness equipment, participation in activities or events including gear demonstrations, parties, clinics, training, yoga and other fitness classes, and use of facilities and equipment at Memphis Rox.

RISKS: I recognize and understand that there are risks, hazards and danger in Memphis Rox activities, inherent and otherwise, and that participation could result in injuries of all kinds, including serious injury or death. The risks involved in Memphis Rox activities include, but are not limited to: hazards in traveling to the location of an activity; parking and moving about parking and other areas in the vicinity of the facility or other activity site; falling, collision with objects, people or structures, falling onto uneven, worn or hard landing services; being struck by other participants or objects; loose handholds or loose rock, equipment failure even if equipment is properly used; the conduct, including negligent conduct, of other participants, visitors and staff. Further, there may be other risks not known or reasonably foreseeable at this time.

Assumption of Risks: My choice to participate in the Activities is knowing, voluntary and made for my personal enjoyment. Understanding the risks and dangers, I expressly assume all risks associated with my participation in the Activities, inherent and otherwise, and whether or not described above. I understand that participation in the Activities is voluntary and that I may withdraw from participation at any time.

Release of Liability and Indemnity: I, the participant, agree not to sue, and to release, discharge and indemnify (that is, defend and pay, including costs and attorney fees) Memphis Rox and all foundations and businesses related to Memphis Rox, as well as its active members, participants, directors, managers, staff, and volunteers with respect to any damages, claims, liability, or cause of action arising out of my visit to Memphis Rox and use of equipment and participation in Memphis Rox activities. The obligation to indemnify includes any claim, liability, or cause of action of third parties, including other visitors, and members of my family, arising out of my visit to Memphis Rox, the use of its facilities and equipment, and participation in Memphis Rox activities. These agreements of release and indemnity include claims of negligence (but not gross negligence or intentionally wrongful conduct) of a released party.

Venue, Jurisdiction & Waiver of Jury Trial: The laws of the State of Tennessee shall govern the rights and obligations of the parties to this Agreement and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against Memphis Rox shall be brought solely in the Circuit Court for Shelby County, Tennessee. I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION INVOLVING ANY RELEASED PARTY.

Photo Release: I agree that Memphis Rox has the right to use any photograph, video, or likeness of me taken while on Memphis Rox property or at any event hosted by Memphis Rox. I consent to the use of such photographs, videos or likeness in promotional materials, videos, brochures and on the Memphis Rox website.

Initials: _____

Other: _____

1. I am capable of participating in Memphis Rox activities and have no mental or physical condition that would cause me to be a danger to myself or others.

2. I understand that I am responsible for assessing the quality of any climbing or fitness gear brought by me to Memphis Rox and declare that it is in good condition for use. I understand that Memphis Rox is not liable for any damage to, or loss or theft of, equipment or personal items brought onto the premises.

3. I understand that in order to participate in Memphis Rox activities I must sign this agreement; I must complete whatever instructional program Memphis Rox requires for the particular activity; and I must read and abide by all of the posted rules located throughout the Memphis Rox premises.

4. I understand that I must follow the facility rules and regulations of Memphis Rox. Failure to do so will result in dismissal from the property.

5. In the event of an accident, I authorize Memphis Rox to stabilize and obtain medical care, including transportation to a medical facility, for me if, in the opinion of Memphis Rox staff, medical care is needed and I am unable to make such decisions for myself. I agree to pay all costs associated with such actions on the part of Memphis Rox, and to indemnify and hold Memphis Rox and all foundations and businesses related to Memphis Rox, as well as its active members, participants, directors, managers, staff, and volunteers harmless from any consequences resulting from such care.

6. If a party seeks either to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

7. I understand that this Agreement shall remain in force in perpetuity from the date it is executed, and covers my participation in all Memphis Rox Activities including use of its facilities, equipment and parking areas.

8. If any portion of this Agreement is held invalid, the remaining portions shall survive and continue in full force and effect.

9. This Agreement shall be construed in accordance with the laws (but not the conflict of laws provisions which might invoke the laws of another jurisdiction) of the State of Tennessee and for any suit, mediation or other resolution of a dispute arising under this Agreement I hereby submit to the exclusive jurisdiction of the courts of Shelby County, Tennessee. I voluntarily waive any right I may have to a jury trial in any action under this Agreement.

Initial: _____

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. I intend for it to apply to the fullest extent allowed by law, and to be binding upon members of my family, and my respective heirs, assigns, and administrators, as well as those of any Minor that may have been added to the Agreement.

Parent(s) or court-appointed legal guardian(s) must sign for any participating minor (those under the age of 18) and agree that they and the minor are subject to all the terms of this document, as set forth above.

Participant Name (please print) Signature Date

Address City State Zip Code

Phone E-mail Address Date of Birth

Emergency Contact: _____ Phone: _____

Parent or Legal Guardian if Participant is a Minor

Name (please print) Signature Date

Address City State Zip Code

Phone E-mail Address