

**ROCK CLIMBING, ZIP LINING AND SLACK LINING
PARTICIPATION AGREEMENT, RELEASE AND ASSUMPTION OF RISK
(For Participants Under 18 Years Old)**

(MUST BE COMPLETED AND BROUGHT TO CAMP FOR YOUR CHILD TO PARTICIPATE. SORRY, NO EXCEPTIONS)

In consideration of the services Tom Black, Hilltop Church of Christ, and all other persons assisting under his direction, (hereinafter collectively referred to as "HCC" for Hilltop Climbing Club) I agree to release, indemnify, hold harmless and discharge HCC on behalf of my minor child who is participating, myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that rock climbing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to my child or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of this activity.
The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by rockfall or other objects dislodged or thrown from above; the use and potential or actual failure of climbing ropes and equipment; the risk of falling off the rock; the risk of exposure to insect bites; my child's own physical condition, and the physical exertion associated with this activity.
Furthermore, HCC instructors have difficult jobs to perform. They seek safety but they are not infallible. They might be unaware of a participants' fitness or ability. They may misjudge environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My child's participation in this activity is purely voluntary, and I elect to have my child participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HCC from any and all claims, demands, or causes of action, which are in any way connected with my child's participation in this activity or my child's use of HCC's equipment or facilities, including any such claims which allege negligent acts or omissions of HCC.
4. Should HCC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition my child may have.
6. In the event that I file a lawsuit against HCC, I agree to do so solely in the State of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my child's participation in this activity I may be found by a court of law to have waived my right to maintain a lawsuit against HCC on the basis of any claim from which I have released them 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.

My Child's Name _____

Parent or Guardian Signature: _____ Date: _____

Printed Name of Parent or Guardian _____

Address _____

Cell Phone _____ email _____