

**2009 OKLAHOMA BOULDERFEST PARTICIPANT'S
ACKNOWLEDGMENT OF RISK,
ASSUMPTION OF RESPONSIBILITY AND
UNCONDITIONAL WAIVER AND RELEASE OF CLAIMS**

**WARNING: THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS. READ IT
CAREFULLY BEFORE SIGNING THE SPACE PROVIDED BELOW.**

**PARTICIPANT (hereinafter
"Climber"):** _____

(Print name legibly)

Climber's Birth Date: _____ **Climber's Age:** _____

Climbers Home Address: _____

(Street address)

(City/Town, State, Zip Code)

Voluntary Participation: Climber affirms that Climbers participation in the 2009 Oklahoma Boulderfest (hereinafter the "Event") is voluntary and is undertaken upon the express understanding that Climber will respect, and in all manner abide by, the rules and procedures established by the hosts of the 2009 Oklahoma Boulderfest, Tulsa County Parks Department. (Hereinafter the "Hosts")

Climbers Experience: Climber represents that he/she is an experienced rock climber and/or boulderer and is fully familiar with the sport of rock climbing and bouldering.

Climbers physical fitness; No Disqualifying Physical or Mental Condition(s):

Climber represents and warrants that he/she is physically fit to participate safely as a competitive climber in the Event and knows of no existing physical or mental condition which, is fully disclosed, would require Climber's withdrawal or discontinuance of participation in the Event.

Climber solely responsible for the safe conditions and preservation of Climber's equipment, apparel and gear:

Climber agrees that the risk of participation in the Event apparel, and gear as well as other personal property, which shall be and remain throughout the Event the sole and exclusive responsibility of Climber. Climber is solely responsible for ensuring the safety and adequacy of any equipment he/she uses, including, but not limited to, Climber's property.

Climber responsible for arranging belay/spotting: Climber acknowledges and agrees that he/she shall be solely responsible for arranging to be "belayed" or "spotted" while climbing and for ensuring that each belayer or spotter relied upon by Climber is sufficiently experienced and employs adequate equipment to perform tasks safely.

Safety precautions; Event rules; Disqualifications: Climber acknowledges and agrees that wearing and using appropriate clothing, footwear, harnesses, helmets, delay devices, and related safety equipment is an essential safety precaution. Climber further acknowledges and agrees that Event officials shall have the unqualified right to disqualify Climber and terminate his/her participation in the Event for any breach of Event rules observed during any competitive climb or any such breach observed prior to competitive climbs, or other behavior which Event staff deem unsafe, which Climber fails or refuses to remedy immediately upon being brought to his/her attention. Climber agrees not to participate while under the influence of alcohol or any other substance that might impair in any degree his/her ability to participate safely.

Ancillary Events: The Event is expected to include certain ancillary events, in addition to the bouldering completion, including, but not limited to: 1) a "dyno" competition, in which climbers score points by moving dynamically from lower to higher holds on an artificial climbing wall or an existing wall within Chandler Park; 2) a slackline contest; 3)

camping. Participation in any ancillary event shall constitute participation in the Event. Climber agrees not to participate in any such ancillary event without first familiarizing himself/herself with the nature of, and risks inherent in, such event and Climber's participation in any such ancillary event shall constitute: 1) Climber's representation that he/she understands the nature of the event and is aware of the risks associated with participating in the event, which risks include, without being limited to, the risks described in the section below (Risks Of Participation) ; 2) Climber's understanding and agreement that the provisions of the section "Assumption Of Risk And Responsibility" and section "Release Of Liability And Waiver Of Claims" of this agreement apply to any injury, claim, or liability resulting from Climber's participation in such ancillary event.

Risks Of Participation: Climber acknowledges that outdoor rock climbing is an inherently dangerous activity which exposes each participant to risk of abrasions, lacerations, broken bones, soft tissue injuries, paralysis, other serious injuries, or death from, among other things, any or all of the following: 1) falls while ascending, traversing or descending a natural or artificial wall, boulder or other climbing surface or object; 2) unstable loose or falling rock; 3) entanglement in or contact with climbing rope; 4) equipment failure; 5) Climber's misjudgment of physical and mental demands of the activity; 6) inadequacies in Climber's physical conditioning, strength, sense of balance and /or coordination; 7) the actions and/or activities of other climbers; and 8) other foreseeable and unforeseeable events and circumstances which contribute to the unpredictability of climbing as an activity. *Climber further acknowledges and agrees that the foregoing risks inherent in outdoor climbing may be markedly heightened in the context of a climbing competition.*

Express Assumption Of Risk And Responsibility: In consideration of being allowed to participate in the Event, Climber expressly assumes each of the Risks Of Participation stated in the section above and takes to himself/herself complete and exclusive legal responsibility (including, without limitation, complete and exclusive financial liability) for any and all consequences of Climber's participation and any personal injury, property damage, or other loss of any nature or kind (**including, without limitation , personal injury, paralysis, or death**).

Release Of Liability And Waiver Of Claims: In consequence and consideration of the assumption of the Risks Of Participation and attendant financial liability under the section above "Express Assumption Of Risk And Responsibility" and as a condition precedent to his/her participation in the Event, Climber for himself/herself and his/her heirs, executor, legal guardians, personal representatives, and/or assigns, hereby **voluntarily waives, unconditionally releases, and agrees to indemnify and hold harmless** each of the Hosts, the Event sponsors, and all suppliers of goods and services

for the Event, together with their respective principals, officers, directors, employees, and agents (specifically including volunteers) assisting in organizing, promoting, and staging the Event (collectively hereinafter the "Releases") from and against any and all claims of whatever nature or kind which may arise in consequences of Climber's participation of attendance at the Event. Climber expressly acknowledges and agrees that the foregoing waiver(s), release(s), and indemnification(s) are given knowingly and without limitation, reservation, or condition, of any nature or kind, and are intended and expected by both Climber and Releases to extinguish completely any and all liability of the Releases, and each of them, to Climber and to indemnify and hold harmless Releases, and each of them, from liability to any person or party that may arise by virtue of Climber's participation or attendance at the Event.

Medical Treatment Authorization: Climber hereby authorizes the Hosts to obtain on his/her behalf and at his/her sole cost and expense any and all emergency medical treatment (including paramedic care, ambulance transportation, hospitalization, and medications) which may be, or be deemed to be, medically appropriate in the event he/she is injured in connection with his/her participation or attendance at the Event. Climber expressly agrees to assume responsibility and to pay promptly for all such medical treatment and related medical expense (including prompt reimbursement of the Host should one make partial payment for same).

Use Of Climber's Name And Likeness: Climber's acknowledges that that the Hosts have made, or may make, arrangements to have the events and activities comprising the Event photographed, videotaped and/or otherwise recorded for its own, or its sponsors', promotional purposes and uses. Climber expressly acknowledges and agrees that the Hosts shall the right to use Climber's name and/or likeness; and shall have exclusive and unconditional ownership of, and unqualified right to use and exploit, for any purpose, and in any place, medium, or manner which it deems suitable, all photographs and other images made of the activities and events comprising the Event. Climber hereby expressly and unconditionally waives, relinquish and assigns to the Hosts any and all rights, if any, in and to such images which Climber might otherwise have, including, but not limited to, the right to license, control, or receive compensation in connection with their reproduction, dissemination or distribution in any other form or manner.

Entry Fees And Other Consideration Non-Refundable: Climber assumes the risk that the Event may be canceled due to inclement weather or for any other reason and acknowledge that Climber's entry fee and any other money or goods furnished to the Event are non-refundable and non-transferable. Climber expressly to acknowledges that

the Release Of Liability and Waiver Claims contained in the section above include any claim compensation for, or for the return of, any such money or goods.

Emergency Contact Information: In the event I am injured during the Event, the Event staff is requested and directed to promptly inform the following adult individual(s):

Name	Address	Telephone Number
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(1)	<hr/>	
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(2)	<hr/>	
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Entire Agreement; Governing Law; Severability; Forum: In consideration of being allowed to participate in the Event, Climber agrees to each of the terms hereof, and acknowledges and agrees that this document defines the terms of, and, upon signature by Climber (and, as appropriate, a minor Climber's parent or legal guardian), constitutes a legally valid and binding contract between Climber and the Hosts, which is governed by and shall be interpreted, construed, and applied in accordance with the substantive law of the State of Oklahoma (apart from choice of law provisions). Climber agrees that no presumption as to the terms of this agreement shall arise or be employed against any of the Releases, based on the drafting of this agreement shall arise or be employee against any of the Releases, based on the drafting of this agreement. If any provision of this agreement is found by a court of law to be invalid or unenforceable in any respect, or for any reason, the validity and enforceability of the remaining provisions of this agreement shall not be affected. Any action brought by or on behalf of Climber arising out of Climber's participation or attendance at the Event or related in any way to this agreement, its subject matter, or to the Event shall be brought exclusively in Tulsa County, Oklahoma. I understand that this document is the entire agreement between me and the host of the Oklahoma Boulderfest with respect to the matters addressed herein.

I HAVE READ THIS DOCUMENT CAREFULLY AND UNDESTAND THAT BY SIGNING IT I AM SURRENDERING CERTAIN RIGHTS FOR MYSELF (AND, IF APPLICABLE, FOR THE MINOR PARTICIPANT FOR WHOM MY AUTHORIZATION TO PARTICIPATE IS GIVEN). MY SIGNITURE ACKNOWLEDGES MY INTENT TO BE BOUND BY EACH OF THE TERMS OF THIS AGREEMENT TO THE FRLLEST EXTENT ALLOWED BY LAW.

_____ Dated: _____

Signature of Climber)

NOTE: If Climber is a minor (under 18 years of age) the written consent and authorization of Climber’s parent of legal guardian to this agreement, either notarized or signed in the presence of an Event registrar, is mandatory. Minors will not be allowed to participate without such signature of notarization.

Signed in the presence of _____ ACKNOWLEDGED, CONSENTED TO AND AGREED

(Signature of Event Registrar)

(Signature of minor Climber’s Parent or Guardian)

or Notarized:

State of _____)

) ss.

County of _____)

Subscribed and sworn to before me this ___ day of _____, 200 ___, by

(print name of minor Climber's Parent of Legal Guardian legibly)

Notary Public

My commission expires: _____