

Dierkes Boulderfest Participant Agreement
(Including assumption of risks and agreements of release and indemnity)

This is a legal document. All participants of Dierkes Boulderfest must sign it. If the participant is a minor (under the age of eighteen years) it must also be signed by a parent or legal guardian (each referred to as Parent below) of that participant, who agrees and signs for himself or herself and on the behalf of the minor. If you, participant or parent, have any questions about the affect of this document, please ask us or consult an attorney.

In consideration of the privilege of participating in the Dierkes Boulderfest I, participant, and parent if Participant is a minor, acknowledge and agree as follow:

Event Description and Risks

Dierkes Boulderfest is a one-day climbing festival with a morning service project and afternoon community bouldering competition. Climbers must know how to boulder and spot. The climbing area is open to spectators during the event.

I understand that climbing activities may be dangerous and that I am responsible for understanding the risks and dangers before participating in this event. I understand that I am responsible for my own actions while participating in this event or in incidental activities that are not part of the event as stated in the description. I also understand it is my responsibility to prepare myself with the proper skills and equipment to minimize these dangers to others and myself. Event organizers are available to meet and discuss needs, expectations and risks prior and during the event. I will ask members of the Dierkes Boulderfest staff for further information if needed or desired.

The risks of the activities include, among others, the following:

- As a Dierkes Boulderfest participant, I am expected to understand safety procedures involved in climbing. The climber and spotter must both be familiar with the proper climbing and spotting techniques.
- Slips and falls while climbing including the possibility that a climber could hit the ground whether a few feet off the ground or at the top of the rocks. Slips and falls can also occur while on the ground, above or below the rock before and after climbing.
- Objects such as rocks, climbing hardware, other climbers or equipment could fall on you while climbing, spotting, or just being a spectator. You could become injured or die from carelessness due to other competitors or spectators.
- Falling into the rock and/or another climber could happen if someone loses their balance or grip on a climbing hold.
- Obstacles exist on the route, such as loose rocks, sticks, trees, loose gravel.
- An approved climbing helmet has been known to reduce the risk of head injury from falling objects and from the rock climbing falling into and hitting his/her head on the cliff or ground. Wearing an approved helmet may reduce these risks.
- Travel may be by vehicle, on foot and by other means, over uneven or dangerous terrain, improved and unimproved roads, rugged trails and off-trail terrain. Risks are those usually associated with travel and include falling, slipping, collisions, and others.
- Environmental risks include extended exposure to the natural elements, changes in weather, falling rocks and trees, lightning, and other forces of nature. Possible illness and injuries include sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, hypothermia, and other mild or serious conditions. Poisonous or dangerous plants, animals or insects can cause harm.
- Decisions made during this event by the event organizers and volunteers are based on a variety of perceptions and information. Decisions by nature are subject to error and misjudgments regarding participants' capabilities, environment, terrain, water and weather conditions, natural hazards and medical concerns are possible. Third persons over whom the Dierkes Boulderfest Corp has no control may cause harm to participants.
- Equipment failure or improper use of equipment could result in loss of property or injury.
- Certain activities will be conducted or assisted by independent contractors hired by Dierkes Boulderfest Corp. Dierkes Boulderfest Corp is not responsible for the acts or omissions of such persons or entities, and participants must look to those contractors, and not to Dierkes Boulderfest Corp, if a loss arises from their areas of responsibility.

The risks and hazards described above are inherent in the Dierkes Boulderfest – that is, they cannot be removed without altering the nature of the experience and its value to participants. Other hazards and risks may be encountered, inherent and otherwise. I understand that the risks may result in serious injury to me, including death, and damage to my property.

Acknowledgment and Assumption of Risks

Knowing the potential of risk and injury I voluntarily agree to participate at my own risk I expressly assume all the INHERENT risks of the event in which I participate. In addition, except with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit my doing so as a matter of law, I acknowledge and expressly assume the inherent and ALL OTHER

risks of this event whether those risks are known, unknown, inherent or otherwise, and whether or not described above. If my minor child is the participant we have discussed the activities and risks and he or she wishes to participate nevertheless.

Release and Indemnification

I, an adult participant or parent of a minor participant, for myself and on behalf of the minor participant, agree and promise to release, hold harmless and not to sue the City of Twin Falls or Dierkes Boulderfest Corp and their respective employees, volunteers and independent contractors (the "Released Parties") with respect to any injuries or losses I or the minor participant who is my child may sustain arising in any way from or related to this event. I further agree to indemnify (that is, to defend and satisfy such claims, including payment of costs and attorneys fees) the released parties and each of them from any claim arising out of losses suffered by me, or the child, or caused by me, or the child, including, but not exclusively, claims of family members, rescuers and other participants. These agreements of Release and Indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct. They are intended to be enforced to the fullest extent permitted by law. These agreements of release and indemnity are of no force or effect with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit such agreements as a matter of law.

Other

- I understand that Dierkes Boulderfest Corp does not provide insurance for any participant driving or riding in a personal vehicle. The driver is responsible for the safety and security for the vehicle and its passengers. I also understand the Dierkes Boulderfest Corp does not provide replacement insurance for damaged personal equipment event if that equipment is used for the benefit of the group. Insurance coverage is the participant's personal responsibility.
- I grant Dierkes Boulderfest Corp the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child during my or my minor child's participation in this event.
- I understand and agree that if I or my minor child must be rescued I will bear the costs of the rescue or evacuation and not expect that Dierkes Boulderfest Corp or any other entity or person to pay for or reimburse me for said expenses.
- For myself and for my minor child I hereby give permission for transportation to any medical facility or hospital and I authorize any qualified medical provider, including Boulderfest staff, to render necessary emergency medical care and to exchange medical information with the third party care provider. I represent that I, or my minor child, am/is fully capable of participating in this event and have no current or past physical or psychological medical condition that would prevent participation in this event. I understand that Dierkes Boulderfest Corp does not provide personal medical insurance. It is my personal responsibility to obtain my own, or my minor child's medical insurance.
- I understand the difficulty of this event and have realistically evaluated my or my minor child's abilities and preparedness in relation thereto, including: knowing and obtaining proper clothing and equipment; becoming aware of the events risks; and after obtaining this knowledge, making a voluntary and realistic decision to participate fully, including doing what is reasonably necessary to manage the risks of this event for myself, my minor and other participants.
- I hereby agree that if a released party is required to defend any action, lawsuit, or litigation by me or my minor child or anyone on my or the child's behalf, or a family member, I or my, or the child's, heirs or executors agree to pay a Released Party's costs of litigation and attorney's fees if or to the extent that party successfully defends such action, lawsuit, or litigation.
- Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as an original.
- I agree that the venue of any lawsuit or other litigation regarding this event or the terms of this Agreement shall be in Twin Falls County, Idaho, and governed by Idaho law (not including the laws of Idaho which might invoke the laws of another jurisdiction.)

I have/ have not participated in climbing before. Please describe. _____

Do you have any medical, physical or psychological concerns the Boulderfest Staff should know about?

The participant and the Parent(s) or legal guardian of a minor child have read this and the previous pages of this document and understand and voluntarily agree to its terms, which shall be binding upon them, their heirs, estate, executors and administrators. The agreement may be modified only in writing.

_____ Printed Name (Participant/Minor)	_____ Participant Signature	____/____/____ Date Signed
_____ Parent / Guardian Signature	____/____/____ Date Signed	____/____/____ Minor's Birth Date