

Date: \_\_\_\_\_

**PARTICIPANT'S AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK**

I acknowledge that climbing on a portable, artificial wall or rappel tower entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to my child or me. Therefore, I hereby expressly release, forever discharge, and agree to indemnify and hold harmless Quantum Rock Extreme Sports, Inc. (hereinafter collectively referred to as "QRES"), from any and all claims, demands, or causes of action, which are in any way connected with me or my child's participation in this activity. Should QRES or anyone acting on QRES's behalf be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold QRES harmless for all such fees and costs. In the event that I file a lawsuit against QRES I agree to do so solely in the state of California, and I further agree that the substantive law of that state 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 portions shall remain in full force and effect. In consideration of me or my child being permitted by QRES to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless QRES from any and all claims which are brought by, or on behalf of my child, and which are in any way connected with such use or participation by my child.

Participant \_\_\_\_\_

Parent Signature (if Participant is a minor) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_