

Rock Gem Climbing Center, LCC.

Acknowledgement, Waiver & Release from Liability Agreement

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|-----------------------|------------------------|-------------------------|---------------|
| Participant Last Name | Participant First Name | Participant Middle Name | Date of Birth |
| Address | City | State | Postal |
| Home Phone | Cell Phone | Email Address | |
| Emergency Contact | | Emergency Phone | |

If participant is under 18 years of age, please have a parent or legal appointed guardian fill out the following section.

| | | | |
|---------------------------|----------------------------|---------------|---------------|
| Parent/Guardian Last Name | Parent/Guardian First Name | Middle Name | Date of Birth |
| Address | City | State | Postal |
| Home Phone | Cell Phone | Email Address | |

NOTICE: THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO BRING A COURT ACTION TO RECOVER COMPENSTION OR OBTAIN ANY OTHER REMEDY FOR ANY INJURY TO YOURSELF OR YOUR PROPERTY.

ACKNOWLEDGEMENT: I acknowledge that there are significant elements of risk associated with the sport of rock climbing, bouldering and incidental weight training, team building and fitness training regimens and equipment. I further acknowledge the nature and extent of the risks inherent in rock climbing and the use of the Rock Gem Climbing Center LLC facilities include, but are not limited to:

1. Injuries resulting from falling and crashing into walls, the ground, or other obstacles, whether such walls, rocks, pads, or other obstacles are permanent or temporary;
2. Injuries resulting from rope abrasion, entanglement and other injuries that may result from activities or other persons, including, but not limited to, climbing, bouldering, belaying, rappelling, lowering on rope, rescue or emergency activities as well as injuries, abrasions or cuts resulting from contact with climbing walls, holds or equipment;
3. Injuries resulting from falling climbers or falling or dropped items, including, but not limited to, ropes, holds or climbing hardware;
4. Injuries resulting from any equipment failures, including, but not limited to, failures of ropes, slings, climbing harnesses, loose and/or damaged artificial climbing holds, anchor points or any part of the climbing structure;
5. Injuries or death resulting from not following proper and customary personal safety procedures and the Safety Policies and Procedures of Rock Gem Climbing Center LLC which form a part of this agreement;
6. Injuries resulting from the negligence of other climbers, belayer failure, participants, volunteers, spectators or users of the facilities, including, but not limited to, belayers or spotters.
7. Injuries resulting from personal physical and mental limits, including, but not limited to, fatigue, chill and/or dizziness, personal strength, coordination, sense of balance, which may diminish reaction time and increase risks of accident and ability to follow or give directions while climbing, belaying, lifting, spotting or being a spectator.
8. Injuries resulting from climbing too hard, out of control or beyond ones personal musculoskeletal abilities and/or overtraining, or any head injuries.
9. Any mental, physical, or emotional injuries to one's self or third party participant while in the Rock Gem Climbing Center LLC facilities.

I acknowledge that the above list is not inclusive of all possible risks associated with the use of the Rock Gem Climbing Center LLC, facility and that other unknown and unanticipated risks may result in physical, emotional and or mental injury, illness and/or death. I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.

HELMETS: I further acknowledge on behalf of myself and on behalf of any minor children for which I am responsible that wearing a UIAA approved helmet may help prevent head injuries. I/we understand that UIAA

approved helmets are made available to me/us by Rock Gem Climbing Center LLC, at no cost. If all helmets are being used, participants should wait for a helmet to become available, or bring their own. I acknowledge that Rock Gem Climbing Center LLC, and its insurance company advise this precaution. By not wearing a safety helmet, I/we refuse this safety precaution and voluntarily and affirmatively assume any and all risk resulting from the use of the Rock Gem Climbing Center's facility without a helmet.

RELEASE, ASSUMPTION OF RISK AND RESPONSIBILITY: In consideration of, and in recognition of the inherent risks of the activity associated with the use of the Rock Gem Climbing Center LLC facility, I and/or on behalf of any minor children for which I am responsible, knowingly and intentionally agree on behalf of myself, my/our heirs, representatives, successors, executors, administrators and assigns to hereby RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Rock Gem Climbing Center LLC, its officers, owners, agents, volunteers and employees from any and all claims or demands, obligations and/or causes of action of any nature whatsoever which I/we may have against Rock Gem Climbing Center LLC, its officers, owners, agents, volunteers or employees on account of any personal injury, property damage, death or accident of any kind arising out of or in any way connected with use of the Rock Gem Climbing Center LLC, facility or equipment, whether my/our use is supervised or unsupervised and I/we agree to indemnify and hold harmless the persons or entities mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my/our actions. This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Rock Gem Climbing Center LLC, or the other parties released.

I further certify, acknowledge and agree on behalf of myself and/or any minor children for which I am responsible that:

I am (we are) physically and mentally capable of participating in the activity and/or using the equipment;

I/we assume responsibility for and voluntarily assume the risks for any personal injury, death and related expenses involved with this activity;

I/we assume responsibility for damage to my/our personal property;

I/we assume the risks for accidents or injury caused by the negligence of my/our belayer or spotter; and

I/we grant Rock Gem Climbing Center LLC, its employees, agents and volunteers permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by Rock Gem Climbing Center LLC, or the other parties mentioned shall be subject to the terms of this agreement.

Should Rock Gem Climbing Center LLC, or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all fees and costs. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself.

SAFETY POLICIES AND PROCEDURES OF ROCK GEM CLIMBING CENTER, LLC.

Participant Initials Below

- _____ 1. The following are the Safety Policies and Procedures of Rock Gem Climbing Center, LLC. They are not all inclusive, and the user of the Rock Gem Climbing Center LLC facility recognizes that they have responsibility to conduct themselves and any and all persons under their control or supervision, including minor children, in a proper, courteous and safe manner during all times they are on the Rock Gem Climbing Center LLC property.
- _____ 2. In consideration for the use of the Rock Gem Climbing Center LLC facility and equipment, you agree to accept full responsibility for your own safety and the safety of others while on the premises and to abide by and help enforce the following Safety Policies and Procedures:
- _____ 3. All persons using or being a spectator of the Rock Gem Climbing Center LLC facility shall have signed an Acknowledgement, Waiver & Release from Liability Agreement and, if requested to gain access to the facility, present photo identification.
- _____ 4. Each new belayer of the facility shall be required to demonstrate safe belaying and tie-in/ clipping into locking carabiner techniques to an authorized instructor of Rock Gem Climbing Center LLC. Only approved climbers/spectators will be allowed in the climbing area. New belayers shall take a training session and be qualified by an authorized instructor of Rock Gem Climbing Center LLC before receiving approval for belaying.
- _____ 5. No unbelayed climbing over sixteen (16) feet above the landing zone shall be permitted. Failure to strictly comply with this policy may result in immediate expulsion from the facility and withdrawal of any future climbing privileges.

- _____ 6. Climbing above the sixteen (16) feet restriction over the landing zone on the outer walls shall be roped and belayed using an approved belay device. All rope climbers and belayers shall wear approved harnesses.
- _____ 7. All top rope climbers must clip their locking carabineers properly into the figure eight knot and the climbers harness before climbing.
- _____ 8. Lead climbers and their belayers both must demonstrate the proper understanding of leading and belaying techniques to an authorized instructor of Rock Gem Climbing Center LLC before using the lead route wall.
- _____ 9. All users of the Rock Gem Climbing Center LLC facility have an affirmative duty to inform employees of Rock Gem Climbing Center LLC as well as fellow climbers/belayers/spectators of any situation seen as unsafe or not in compliance with these Safety Policies and Procedures. All climbers shall assist and encourage less experienced climbers.
- _____ 10. All accidents, equipment damage or failures, shall be reported to an employee of Rock Gem Climbing Center LLC, immediately.
- _____ 11. Rock Gem Climbing Center LLC reserves the right to deny access to its facilities to any person permanently or for a specific period of time for any breach of this agreement or failure to strictly adhere to the Safety Policies and Procedures or for any conduct that is viewed as unsafe, inappropriate or unhealthy, including, but not limited to, horseplay, foul or rude language or defiance of a Rock Gem Climbing Center LLC employee's request.
- _____ 12. Rock Gem Climbing Center LLC is a Drug, Tobacco and Alcohol Free Zone for all persons.
- _____ 13. All images on film or photographs taken by or given to Rock Gem Climbing Center LLC becomes the property of Rock Gem Climbing Center LLC and may be used for promotional or commercial purposes. To the fullest extent allowed by law, I, on behalf of myself and/or on behalf of any minor children, do hereby waive any rights of publicity or privacy that I/we may have in my/our name or likeness.
- _____ 14. The participant certifies on behalf of him/herself and/or any minor children for which they are responsible that the participant is physically and mentally capable of participating in the activity and/or using the equipment. If additional assistance is necessary, it is the participant's responsibility to notify Rock Gem Climbing Center LLC staff of special needs.

I have carefully read, understood and agreed on behalf of myself and/or on behalf of any minor children for whom I am responsible to the above Safety Policies and Procedures.

Signature of Participant [_____]
 (18 years and older must sign)

Participant Name (Please Print) _____

Date _____

I hereby state that I am the parent or guardian of _____.
 I am familiar with and consent to the terms and provisions set forth in this release, and I am authorized to execute this release on behalf of the participant.

Signature of Parent(s) [_____]
 (or Legal Court Appointed Guardian)

Parent/Guardian Name (Please Print) _____

Date _____