

BREVARD ROCK GYM, L.L.C.

REQUIRED ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF ALL CLAIMS, AND INDEMNIFICATION FORM

PARTICIPANT INFORMATION

Name _____ Home Phone _____ Work Phone _____
Mailing Address _____ City, State, Zip _____ Date of Birth _____
Email address _____ Years climbing _____ How did you hear about us? _____

In consideration of being given the opportunity to participate in climbing activities including but not limited to climbing, bouldering, belaying, lowering on ropes, and rescue systems at the Brevard Rock Gym, L.L.C. (hereafter referred to as "Climbing Wall Activities"), the right to engage in technical rock climbing, rock climbing classes, rock climbing trips, rock climbing, rappelling, hiking, other activities related to rock climbing, or other outdoor recreation activities outside of the physical location of Brevard Rock Gym, LLC (hereafter referred to "Rock Climbing Activities") which I participate in or any other activity or service provided to me by Brevard Rock Gym, LLC under the auspices and sponsorship of Brevard Rock Gym, LLC as a participant and/or volunteer, and the rate charged for those services, I for myself, my personal representatives, assigns, heirs and next of kin:

- 1. Acknowledge, agree and represent that I understand the nature of Climbing Wall Activities and Rock Climbing Activities and that I am qualified, in good health, and in proper physical condition to participate in such activity.
- 2. Acknowledge that Climbing Wall Activities and Rock Climbing Activities entail both known and unanticipated risks which could result in emotional or physical injury, paralysis, death, or damage to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These inherent risks include but in no way are limited to all manner of injury resulting from my falling during Climbing Wall Activities and Rock Climbing Activities and hitting the floor, wall faces, people, ground, trees, or other fixtures whether permanently or temporarily in place. The risks also include but are not limited to rope abrasion, rope entanglement and burn, abrasions from the wall, ropes, and/or floor, injuries resulting from falling and dropped items and climbers, swinging belayers and climbers, faulty and/or loose holds, human error, failure of ropes, slings, harnesses, knots, anchors, latent or apparent defects or conditions in the equipment or property supplied by Brevard Rock Gym, LLC or other persons or entities, use or operation by myself or others, of equipment supplied by Brevard Rock Gym, LLC or other persons or entities, acts of other participants in this activity, weather conditions, contact with plants, animals or insects, condition of climbing routes, trails, roads, waterways or terrain, and accidents connected with their use, First Aid, emergency treatment or other services rendered, consumption of food or drink, or any part of the climbing wall, strains, sprains, and other injuries from over-exertion or over-training.
MY PARTICIPATION IS PURELY VOLUNTARY, AND I CHOOSE TO PARTICIPATE IN FULL VIEW OF THE RISKS.
- 3. Agree to bear full responsibility for any injury or damage I may suffer while participating in Climbing Wall Activities and/or Rock Climbing Activities. I have no physical or mental limitations which would preclude my safe use of the climbing walls, climbing equipment, or exercise equipment, or being in the landing zones (these areas hereafter referred to as the "Walls") or I assume all risks that may be created by such limitations. I further certify that I am not currently mentally impaired or under the influence of drugs or alcohol and am otherwise legally competent to understand and sign this document.
- 4. Will comply with ALL Brevard Rock Gym, LLC's rules, both written and as stated to me by Brevard Rock Gym staff, during my participation in Climbing Wall Activities and/or Rock Climbing Activities. I will obey the Brevard Rock Gym's staff in regards to those rules as they affect the safety of myself, other participants and observers, the property of Brevard Rock Gym, and all natural resources used in conjunction with Climbing Wall Activities and/or Rock Climbing Activities.
- 5. Agree and warrant that I will inspect each portion of the Climbing Wall Activities and/or Rock Climbing Activities in which I take part and that if I find any condition which I consider to be unacceptable, hazardous or dangerous, I will notify the proper authority in charge of the Climbing Wall Activities and/or Rock Climbing Activities and will refuse to take part in the Climbing Wall Activities and/or Rock Climbing Activities until the condition has been corrected to my satisfaction.
- 6. Hereby release, discharge and covenant not to sue Brevard Rock Gym, LLC, its owners, shareholders, agents, employees, attorneys, legal representatives, successors, and assigns; and its directors, officers, contractors, representatives, divisions, subsidiaries, affiliates, other participants in the Climbing Wall Activities and/or Rock Climbing Activities, and all persons and entities acting by, through, under, or in concert with them, (collectively "Releasees") from all liability, claims demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of any of the Releasees or otherwise, including negligent rescue operations, and I further agree that if despite this release, waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as a result of such claim. This release is binding on my heirs, assigns and agents.
- 7. I understand that use of the Walls and/or any instruction I receive at Brevard Rock Gym is not sufficient to prepare me for the risks and hazards of outdoor climbing.
- 8. I understand that Brevard Rock Gym, LLC reserves the right to refuse or terminate service to me for any reason not discriminatory, at any time.
- 9. I have full and sole responsibility for the safety and well-being for all minors whom I have invited to the climbing gym for as long as they are on the premises.
- 10. I, the undersigned, recognize the dangers inherent with Climbing Wall Activities and/or Rock Climbing Activities. I am assuming the hazard of this risk upon myself since I wish to climb. I realize I am subject to injury from this activity and that risks and dangers may arise from foreseeable or unforeseeable causes to which I am exposing myself or my minor child as described in this "REQUIRED ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF ALL CLAIMS AND INDEMNIFICATION FORM." The risks outlined in this document are not exhaustive and I acknowledge that there may be other risks, hazards, and dangers that, based on the circumstances, are integral to Climbing Wall Activities, recreational activities, and Rock Climbing Activities that take place in a wilderness or outdoor recreational environment or at the Brevard Rock Gym, LLC physical location.

I have read this entire document, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I also agree that if any portion of this agreement is held to be invalid, illegal, or unenforceable, said portion of this agreement shall be deemed separate, distinct and independent, and shall be ineffective to the extent it (i) invalidates the remaining provisions of the Agreement in that jurisdiction or (ii) affects the legality, validity or enforceability of such provision in any other jurisdiction.

By signing this document, I certify that I am at least 18 years of age and that no other representations have been made to me that change, alter, or modify anything within this written agreement. I understand that Climbing Wall Activities and/or Rock Climbing Activities are dangerous. I agree to be bound by its terms. In addition, if the participant listed in "Participant Information" is under age 18, I state that I am the parent or legal guardian of said participant and I agree to each of the above terms on his or her behalf, and I understand that said participant must sign his or her own waiver upon turning age 18. I do give permission for my child to participate in Climbing Wall Activities and/or Rock Climbing Activities. I also give Brevard Rock Gym, LLC permission to use in its catalog, brochure, or on its website any picture in which the likeness of my child appears.

Furthermore, I hereby give permission to the physician selected by Brevard Rock Gym, LLC to hospitalize, secure proper treatment for, and to order injections, anesthesia and surgery as needed for my child named as "Participant." I do hereby give consent to Brevard Rock Gym, LLC to treat an injury occurring during climbing activities and seek definitive care in it is deemed necessary. It is my intention to exempt, relieve, and hold harmless Brevard Rock Gym, LLC and each of the other released parties from liability for personal injury, illness, property damage or wrongful death while I am engaged in this event, even if caused by negligence or any other cause, to the fullest extent permitted by law. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by all its terms and conditions.

Signature of Participant _____ Today's Date _____
or Signature of Parent of Legal Guardian if Participant is Under age 18

Printed Name of Signatory Above _____

#1 Emergency Contact - Name _____ Phone # _____ Relationship to climber _____

#2 Emergency Contact – Name _____ Phone# _____ Relationship to climber _____