

PARTICIPANT AGREEMENT: ASSUMPTION OF RISK, RELEASE & INDEMNIFICATION AGREEMENT



YOU MUST BE 18 YEARS OR OLDER TO SIGN THIS AGREEMENT

| | | | |
|-----------------------------|------------------------|--------------------------|----------------------|
| STAFF USE ONLY | Intro Class YES | Top Rope Test YES | Lead Test YES |
| Date: | | | |
| Instructor Full Name | | | |

Must be 18 or older to sign this agreement

Participant (Climber) First Name Last Middle Initial Birthdate

Parent or Guardian First Name Last Middle Initial

Home Address City State Zip

() () ()
Home Phone Work Phone Cell Phone

Email Address Emergency Contact (Name) Emergency Contact #

To: Vertical Rock, Inc.

I _____ (Participant) agree that this Assumption of Risk, Release and Indemnification (Agreement) is a binding legal document that I have reviewed and after careful consideration enter into for good and valuable consideration with Vertical Rock (VR):

1. I am aware of the Risks associated with and related to:
 - (1) the sport of indoor climbing and other exercise activities that include, but are not limited to: weight lifting equipment, cardio equipment, personal fitness training, yoga, and other indoor activities (Climbing and Fitness Activities);
 - (2) my use of the Vertical Rock Facilities and any areas in which outdoor activities may take place, that include, but are not limited to: the VR Gym located at 10225 Nokesville Rd. Manassas Va, 20110; climbing walls, top rope climbs, lead climbing routes, slack lines, slings, belay equipment, belay bars, auto-belays, climbing holds, anchor points, ropes, harnesses, climbing shoes, gris-gris, bouldering walls, bouldering area, bouldering cave, flooring, locker rooms, showers, bathrooms, meeting rooms, staircases, weight lifting equipment, cardio equipment, exercise training room, yoga room, equipment room and any other facilities, or equipment in the gym, or the parking areas outside the gym (Facilities); and
 - (3) the sport of outdoor climbing and other outdoor fitness activities, that do not occur at the Gym, that include but not limited to: outdoor climbing; outdoor fitness programs; any transportation provided by VR to Participants to and from any location; group events such as movies, games, and training and other activities; or the public sidewalks, trails, streets, and other public and private spaces that I may traverse to get to and from any such activity (Outdoor Climbing and Fitness Activities).
2. I understand that the Risks associated with Climbing and Fitness Activities, Outdoor Climbing and Fitness Activities and the Facilities may include, but are not limited to, serious injuries or even my death that may result from, but are not limited to: falling; mechanical failure of the equipment; equipment breaking; my or others loss of balance or control; variable and difficult climbing conditions; collision with walls, the floor, climbing holds, or exposed or hidden structural supports or beams; rope abrasion or entanglement; injuries resulting from falling/fallen climbers or falling/fallen objects; failure of ropes, slings, climbing holds, anchor points, or any part of the climbing wall; collision with other equipment or structures; collision with other persons; illness or trauma; the proximity of medical care which may or may not be readily available; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other climbers and/or other persons; and negligence on the part of Participant or Parent or Legal Guardian Initial: _____ Date: _____ Staff Initial: _____

Vertical Rock, Inc., or its staff; or as a result of no fault of my own or anyone else, because of the inherent nature of Climbing and Fitness Activities (Risks).

3. I also understand that the Risks associated with Climbing and Fitness Activities, Outdoor Climbing and Fitness Activities and the Facilities may include, but are not limited to: injuries and medical disorders arising from or relating to Climbing and Fitness Activities such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, head injuries, torn muscles, tendons, ligaments among others; accidental injuries (including those caused by me, those caused by other persons and those of a slip and fall nature) occurring anywhere in or outside of the VR Facilities, including, but not limited to lobbies, hallways, exercise areas, climbing areas, party rooms, viewing areas, locker rooms, training area, equipment areas, yoga room, and dressing rooms, sidewalk, parking lot or activities associated with VR which are carried on anywhere or while I or my dependents are traveling to or from VR; and injuries and medical disorders arising out of participation in Outdoor Activities, such as those arising out of weather conditions (heat, cold, humidity, wind, rain, hail, sleet, and snow); pedestrian, bicycle, and vehicular traffic; uneven or hazardous terrain; allergic reaction to airborne allergens and pollution and/or any plants I may come into contact with; and the negligent or criminal activity of persons unconnected to VR who may be present in locations in which the Outdoor Activities take place or traveling to and from any Outdoor Activities.
4. I understand that Releasees do not control the areas in which any Outdoor Climbing and Fitness Activities may take place including but not limited to: outdoor climbing, outdoor fitness programs, travel provided by VR to and from any location, group events such as movies, games, and training and other activities, or the public sidewalks, trails, streets, and other public and private spaces that I may traverse to get to and from any such activity.
5. I freely accept and fully assume all such Risks and the possibility of personal injury, my death, property damage and loss resulting from, but not limited to Climbing and Fitness Activities, Outdoor Climbing and Fitness Activities and the Facilities.
6. I understand and agree that Releasees make no general, expressed or implied warranty of any kind including, but not limited to any Climbing and Fitness Activities, Outdoor Climbing and Fitness Activities or Facilities and I accept my use of and involvement in Climbing and Fitness Activities, Outdoor Climbing and Fitness Activities or Facilities in their "as is" condition without any warranty or liability of Releasees.
7. I understand that wearing a helmet does not eliminate the dangers associated with Climbing and Fitness Activities, Outdoor Climbing and Fitness Activities or Facilities, but that in certain instances a helmet can reduce the risk of permanent injury or death. I understand that VR recommends that I wear a helmet and that if I choose to not wear a helmet I do so against their advice and at my own risk. I AGREE TO ASSUME ALL RISK OF INJURY AND/OR DEATH THAT MAY OCCUR AS A RESULT OF NOT WEARING A HELMET.
8. In consideration of VR permitting my use of the Facilities and participation in Climbing and Fitness Activities and Outdoor Climbing and Fitness Activities, **I AGREE TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against VR, and its shareholders, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors, representatives and assigns (collectively, the "**Releasees**"), and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin or others may suffer resulting from the Facilities and/or participation in Climbing and Fitness Activities, Outdoor Climbing and Fitness Activities and Facilities due to any cause whatsoever, including but not limited to: negligence, breach of contract, mistakes or errors in judgment, or from injuries resulting from mechanical breakdown or failure of equipment, or poor design or placement of any equipment, or breach of any statutory or other duty of care on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks mentioned above. **I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY** for any damage to property of, or personal injury to, any third party resulting from the Facilities, Climbing and Fitness Activities, and Outdoor Climbing and Fitness Activities.
9. By signing this Agreement, I acknowledge that I have carefully read and understand this Assumption of Risk, Release and Indemnification Agreement and I assume all risks, including but not limited to the risk of bodily injury, death or property damage, both known and unknown, except those arising from the gross negligence of those persons released from liability below, and I assume full responsibility for my participation in Climbing and Fitness Activities, Outdoor Climbing and Fitness Activities and use of the Facilities.
10. This agreement shall be governed by, and construed in accordance with, the law of the Commonwealth of Virginia, except to the extent preempted by federal law, and shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors, assigns, heirs, agents, and representatives.
11. I grant VR permission to use my photographs, video recordings, and/or quotes in any VR promotional materials. Promotional materials include, but are not limited to: news releases, videos, publications, displays, newsletters, brochures, and web use. All proprietary rights to the aforementioned media belong exclusively to VR.
12. I agree to read and fully abide by including but not limited to all the all rules posted in the Vertical Rock Facility, noted below, or otherwise communicated to me by a VR Team Member. I agree to comply with the requests and instructions of all Vertical Rock, Inc. personnel and request more explanation from a VR Team member in the event that I do not fully understand the rules or instructions within the Vertical Rock Facility.

Participant or Parent or Legal Guardian Initial: _____ Date: _____ Staff Initial: _____

- (a) I will not consume any alcohol or other substance which would impair my senses or judgment prior to or while using the Facilities.
- (b) When climbing roped climbs, I will always wear a climbing harness for which I will assume all responsibility for putting on and fastening correctly and safely. I will always tie directly to the harness with a figure 8 retraced knot followed by a double stopper fisherman knot.
- (c) I will not boulder above the 10 foot level, except in the designated bouldering areas.
- (d) I will belay only after I have been certified by a VR Team Members and once I am fully knowledgeable and experienced at belaying. I will not lead climb or belay lead climbers until certified by Vertical Rock, Inc. When lead climbing, I will clip each bolt in sequence on all routes I lead. Further, I will provide and assume full responsibility for the safety and integrity of the rope and belay device when I top rope climb, lead climb or belay Top Rope Climbers and lead climbers.
- (e) If I provide my own equipment including, but not limited to: climbing harness, shoes, ropes, belay device, or carabiner, I will assume full responsibility for its safety, my safety and the integrity of the equipment.
- (f) I assume full responsibility for my choice in belayers. Vertical Rock, Inc provides top ropes, anchors and gri-gris but will not be responsible for poor judgment by an ill-chosen belayer.
- (g) I understand that my climbing privileges will be revoked in the event that I engage in any activity deemed unsafe by the Vertical Rock, Inc..
- (h) I will promptly report any equipment defects, unsafe situations or accidents that I become aware of.
- (i) I will not conduct any formal teaching of groups or paid coaching of individuals, except by express written permission of Vertical Rock, Inc..
- (j) I will not hold Vertical Rock, Inc. responsible for any lost or stolen personal belongings.

13. Should any portion, or portions, of this Agreement be found or declared unenforceable or void by any court or competent tribunal for any reason, the remaining portions shall be severable, and fully enforceable, as if no such finding of un-enforceability had been issued.

Both parties hereto affirmatively state they have read this agreement or caused the same to be read by their duly authorized officers or representatives and/or participants. It is with such knowledge and understanding of its terms that each party voluntarily causes this agreement to be executed by themselves of their duly authorized representatives:

Parent or Legal Guardian Signature if participant is Under 18 years:

Participant Signature: _____

Full Name

(Print): _____

Date: _____

Place Copy of Valid Driver's License Below