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100 Higginson Ave. • Lincoln, RI 02865
401.727.1704 • www.rhodeislandrockgym.com

RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

The undersigned individual desires to use the Rhode Island Rock Gym located at 100 Higginson Avenue, Lincoln, Rhode Island 02865 and/or Rock Spot Climbing Gym located at 67 Sprague Street, Boston MA. 02136 (individually or collectively, the "Facility") and/or to participate in outdoor climbing expeditions ("Outdoor Climbing") sponsored by or involving Rhode Island Rock Gym, Inc. and/or Rock Spot Climbing LLC (individually or collectively as the context may require, "RSC"). Use of the Facility and/or participation in Outdoor Climbing may include, without limitation, participation in clinics, classes, courses, camps, programs, competitions, use of portable climbing walls, and/or any other activities sponsored, organized, managed, operated or run by RSC ("Other Activities"). In consideration for RSC permitting me to use the Facility and to participate in Outdoor Climbing and Other Activities, I hereby execute this Release of Liability and Assumption of Risks (the "Release").

I acknowledge that using the Facility and participating in Outdoor Climbing and the Other Activities involves certain inherent risks, including, the risk of death or serious personal injury and damage to and loss of use of property as a result of accidents, equipment failures or other causes. I hereby assume all such risks, as well as any other risks involved in using the Facility, participating in Outdoor Climbing, participating in any Other Activities and/or climbing anywhere, at any time, whether or not under the supervision of RSC staff.

I hereby release, discharge and covenant not to sue RSC and any of its affiliates or franchises and its or their owners, officers, directors, shareholders, members, employees, volunteers, agents, representatives, contractors, landlords, insurers, and their respective successors and assigns, as well as any and all other persons or entities that might have any liability whatsoever to me (collectively, the "Released Parties"), from and against any and all damages, actions, claims, causes of action and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving the Facility, Outdoor Climbing, Other Activities and/or RSC. This Release is intended to release and discharge the Released Parties from all damages, actions, claims, causes of action and liabilities of any nature, specifically including, but not limited to, damages, actions, claims, causes of action and liabilities arising from or related to the negligence of the Released Parties, to the extent permitted by applicable law.

I further agree to indemnify, defend and hold harmless RSC and each of the other Released Parties from and against any claim, cause of action, loss, damage, judgment, fine, penalty, interest, liability and expense, including costs and attorneys' fees, incurred by RSC or any of the other Released Parties resulting from, arising out of, or in connection with my presence in and/or use of the Facility, my participation in Outdoor Climbing or any Other Activities.

I agree to comply with all rules and regulations with respect to the Facility, Outdoor Climbing and any Other Activities, including the rules and regulations incorporated into this Release, which I

have read. I agree to comply with any request or instructions of RSC staff. I understand that the rules and regulations incorporated into this Release are not a complete list of all rules and regulations regarding use of the Facility, Outdoor Climbing and the Other Activities. I understand that other rules and regulations may be posted at the Facility and/or may be provided to me verbally or in writing by RSC staff. I understand that RSC may amend the rules and regulations from time to time and I shall comply with all such additions and amendments. I understand that RSC and the Released Parties shall not be liable for my failure or the failure of any other party to comply with the rules and regulations.

I covenant and agree (i) to use the Facility for its intended purposes, (ii) not to commit waste or damage upon or to the Facility or any equipment or other personal property owned by RSC, (iii) not to use the Facility for any unlawful purpose, and (iv) not to do or permit to be done anything which may subject RSC or the Released Parties to any liability for injury or damage to person or property, or result in a violation of any law, ordinance or regulation of any governmental authority, agency or department.

This Release shall cover and include all areas, activities, equipment and personal property and facilities in or about the Facility and/or related to the use of the Facility and participation in Outdoor Climbing and Other Activities, including parking facilities, the land surrounding the Facility, showers, rest rooms, changing rooms, retail areas, observation areas and party rooms in the Facility, and transportation in connection with Outdoor Climbing expeditions or Other Activities.

This Release applies to and binds my personal representatives, executors, heirs, and family. I am over 18 years of age. I carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. I understand that this release is a contract and that I sign it of my own free will. I agree to be bound by its terms. I further understand that this agreement has no expiration date.

I hereby voluntarily waive any right that I may have to a trial by jury in any action, proceeding or litigation involving any Released Party.

To the extent permitted by applicable law, I hereby waive the protections of any applicable law whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release. If any provision of this Release shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Release shall not be affected thereby except as may be necessary to make the remaining provisions consistent with each other after the invalid or unenforceable provisions are deleted, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

The laws of the State of Rhode Island shall govern the rights and obligations of the parties to this Release and the interpretations, construction and enforceability thereof. I agree that any lawsuit

brought against any Released Parties shall be brought solely in the courts of the state in which the subject Facility is located, or, in case of Outdoor Climbing or any Other Activities not taking place in a Facility, the state in which the subject Facility through which the activity was booked is located.

RSC reserves the right to use any photograph, video, audio recording or any other media taken of me at the Facility, during an Outdoor Climbing expedition, or in connection with any Other Activities, in RSC's promotional materials, brochures, web-site, and any other advertising.

Today's Date

First Name (please print) M.I. Last Name

Date of Birth

Street Address

City State Zip code

Home Telephone Number Cell Telephone Number

Email Address

Signature of Participant

RULES & SAFETY POLICIES

Please read carefully. The rules and regulations below are not a complete list of all rules and regulations regarding use of the Facility, Outdoor Climbing and any Other Activities. Additional rules and regulations may be posted at the Facility and/or may be provided verbally or in writing by RSC staff. RSC may amend the rules and regulations from time to time.

- All climbers must have a signed Release of Liability and Assumption of Risks form on file at the front desk.
- Parent/guardian must complete and sign waiver form for climbers under 18 years old.
- Climbers must read and obey current rules and regulations.
- Follow instructions of staff at all times.
- Inspect the Facility and all climbing equipment, gear and apparel (including, but not limited to, anchors, ropes, carabiners, belay devices, harnesses and/or shoes) prior to use to ensure that they are in safe operating condition for such use. Immediately advise staff of any damage to the Facility, equipment or gear.
- All Belayers must pass a belay test by the RSC staff.
- Climbers must tie directly into their harness with a figure 8 follow through knot.
- Belayers must use a floor anchor at all times.
- Climbers and belayers must clearly communicate formal belay commands and perform safety checks.
- Belay instruction is to be done by RSC staff only. No exceptions.
- No one under 14 years of age is allowed to belay unless specific permission is given by RSC management.
- No one under 14 years of age is allowed to lead or lead belay unless specific permission is given by RSC management.

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual and hereby consent to the individual using the Facility, participating in Outdoor Climbing and participating in Other Activities sponsored by RSC (all as more particularly defined above). In consideration for RSC allowing the above individual to use the Facility, participate in Outdoor Climbing and participate in the Other Activities, I agree, personally and on behalf of the above individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, defend and hold harmless RSC and each of the other Released Parties from and against any claim, cause of action, loss, damage, judgment, fine, penalty, interest, liability and expense, including costs and attorneys' fees, incurred by RSC or any of the other Released Parties resulting from, arising out of, or in connection with the above individual's presence in and/or use of the Facility, or participation in Outdoor Climbing or any Other Activities. I carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. I understand that this release is a contract and that I sign it of my own free will. I agree to be bound by its terms. I further understand that this agreement has no expiration date. If I am an adult responsible for a minor or group of minors using the Facility, I agree to have a release like this one signed by a parent of each minor in the group. I understand that if I fail to do so, RSC can refuse to let that minor climb, or at its option, agree to let the minor climb, but that it does so only because I hereby agree to assume full responsibility for the safety of that minor child and to indemnify and hold harmless RSC and the Released Parties in accordance with this paragraph.

Date Printed name

Relationship to minor

Home Telephone Number Work/ Cell Telephone Number

Signature of Parent or Legal Guardian

RULES & SAFETY POLICIES (continued)

- Lead climbers/belayers must supply their own reasonable UIAA approved rope.
- All lead climbers must pass a lead belay test by the RSC staff.
- "Topping out" on boulders is done only at your own risk. Always use a crash pad and spotter.
- Climbing shoes must be worn at all times while climbing.
- Clean shoes only on landing surface
- No loose chalk, please use a chalk ball.
- Route setting by approval of RSC head route-setter only.
- Please be conscious and respectful of others around you.
- Please keep all food and drink out of the climbing area.
- Please keep floor and benches clear. Put your gear away.
- No pets in the gym.
- The RSC is not responsible for damaged, lost or stolen items. Please store personal items in cubbies.
- RSC reserves the right to deny access to its facilities to any individual permanently or for a specified period for breach of contract of the safety policies, or for any conduct that is viewed as unsafe or inappropriate.
- Please voice suggestions or concerns to RSC management.