

Rock On Adventure, LLC
661 Pleasant Street, Norwood MA 02062
<http://rockonadventure.com>

Waiver and Release

The undersigned individual desires to use Rock On Adventure, LLC ("ROA") located at 661 Pleasant Street, Norwood Massachusetts (individually or collectively, the "Facility") and/or to participate in outdoor climbing expeditions ("Outdoor Climbing") sponsored by or involving ROA. Use of the Facility and/or participation in Outdoor Climbing may include, without limitation, formal or informal instruction by ROA staff, participation in clinics, classes, courses, camps, programs, competitions, use of portable climbing walls, and/or any other activities occurring in the Facility and/or sponsored, organized, managed, operated or run by ("Other Activities"). In consideration for ROA permitting me to use the Facility and to participate in Outdoor Climbing and Other Activities, I hereby execute this Release of Liability, Indemnification 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 ROA staff.

I hereby release, discharge and covenant not to sue ROA and any of its affiliates or franchises and its or their owners, officers, directors, shareholders, members, employees, volunteers, contractors, agents, representatives, 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, suspected or unsuspected, anticipated or unanticipated, relating to or arising from any activity, occurrence or event involving the Facility, Outdoor Climbing, Other Activities and/or Rock On Adventure, LLC. 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 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 ROA 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 ROA 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 ROA staff. I understand that ROA may amend the rules and regulations from time to time and I shall comply with all such additions and amendments. I understand that ROA 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 Rock On Adventure, LLC, (iii) not to use the Facility for any unlawful purpose, and (iv) not to do or permit to be done anything which may subject ROA 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.

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 Commonwealth of Massachusetts 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.

ROA 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 Rock On Adventure, LLC's promotional materials, brochures, website, and any other advertising.

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 have read Rules and Policies of Rock On Adventure, LLC _____ (initials of participant or parent./guardian of minor participant)

Date

First Name of Participant (please print)

Date of Birth

Street Address

City

Home Telephone Number

Cell and/or Work Telephone Number

Email Address

Signature of Participant

To Be Signed if Participant is a Minor

In consideration for ROA 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 ROA 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 ROA 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, ROA 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 ROA and the Released Parties in accordance with this paragraph.

Date

Printed name

Relationship to minor

Signature of Parent or Legal Guardian

Rock On Adventure, LLC Rules and Policies

Rock On Adventure, LLC reserves the right to add or change its rules and policies from time to time. Any such addition or change to these policies will be posted in the lobby of Rock On Adventure, LLC. Climbers and others using Rock On Adventure, LLC are required to inform themselves of new rules or rule changes.

General Policies:

- All customers **MUST** check in at the front desk, or for outdoor activities at the designated registration area.
- All customers must sign a Waiver and Release of Claims Agreement. Minors younger than 18 years must have their waiver signed by a parent or legal guardian.
- Parents are responsible for the behavior of their children while at Rock On Adventure, LLC.
- Rock On Adventure, LLC is not responsible for lost, damaged, or stolen property while in or on the premises, parking lots, other areas within the vicinity of Rock On Adventure, LLC, or at any outdoor facilities.
- No hard sole shoes or beverages (except water) are allowed on the padded carpet.
- Please pickup after yourself. Help to keep the Rock On Adventure, LLC clean for yourself and others.
- No smoking, drugs or alcohol are allowed in Rock On Adventure, LLC, or at Rock On Adventure, LLC events.
- Rock On Adventure, LLC staff have the right to revoke climbing privileges either temporarily or permanently for unsafe or inappropriate behavior, which shall be determined by Rock On Adventure, LLC staff.
- No sitting or lying down while belaying.
- No one under the age of 14 is allowed to belay unless permission is granted by Rock On Adventure, LLC management. their sole and absolute discretion.
- Boulders may only “topout” on bouldering structures where designated.
- All belayers and top rope climbers must pass a belay test administered by Rock On Adventure, LLC staff. Climbers must tie in using the re woven figure eight knot with a double fisherman’s backup knot. Belayers must belay from their harness and not from a fixed anchor point.
- Allowable belay devices include “ATC-style.”
- In addition to the belay test, all lead climbers and belayers of lead climbers must pass a lead test administered by Rock On Adventure, LLC staff.
- Lead climbers must provide their own UIAA approved rope (minimum 9.5mm) which must pass an inspection by Rock On Adventure, LLC staff. Under no circumstances shall lead climbers skip a quickdraw in an attempt to “run it out” to the next quickdraw.
- In order to provide a visual safety verification all roped climbers and belayers must display their membership badges while climbing.
- No loose chalk.
- Route setting shall be performed only by those authorized by Rock On Adventure, LLC.

I have read and understand the above rules
_____ (Initial)