

RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISKS

The undersigned individual desires to use a Rock Spot Climbing rock climbing gym (individually a "Facility", and collectively, the "Facilities") and/or to participate in outdoor climbing expeditions ("Outdoor Climbing") sponsored by or involving Rock Spot Climbing ("RSC"). Use of a Facility and/or participation in Outdoor Climbing may include, without limitation, formal or informal instruction by RSC staff, participation in clinics, classes, courses, camps, programs, competitions, use of portable climbing walls, and/or any other activities occurring in a Facility and/or sponsored, organized, managed, operated or run by RSC ("Other Activities"). In consideration of RSC permitting me to use the Facilities 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 any of the Facilities 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 any of the Facilities, 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 the owners of RSC and/or its or their affiliate companies or franchises and its or their 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 any of the Facilities, 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 any of the Facilities, my participation in Outdoor Climbing or any Other Activities.

I agree to comply with all rules and regulations with respect to any of the Facilities, 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 any of the Facilities, Outdoor Climbing and the Other Activities. I understand that other rules and regulations may be posted at a 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 Facilities for their intended purposes, (ii) not to commit waste or damage upon or to any of the Facilities or any equipment or other personal property owned by RSC or the Released Parties, (iii) not to use any 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 any of the Facilities and/or related to the use of any of the Facilities and participation in Outdoor Climbing and Other Activities, including parking facilities, the land surrounding the Facilities, showers, rest rooms, changing rooms, retail areas, observation areas and party rooms in the Facilities, and transportation in connection with Outdoor Climbing expeditions and/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 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 any of the Facilities, during an Outdoor Climbing expedition, or in connection with any Other Activities, in RSC's promotional materials, brochures, web-site, and any other advertising.

This Release applies to and binds my personal representatives, executors, heirs, and family. 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.

PARTICIPANT'S INFORMATION

 Today's Date _____
 Date of Birth

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

 Street Address

 City State Zip code

 Home Telephone Number

 Work Telephone Number

 Cell Telephone Number

 Signature of Participant

 Email Address

**TO BE SIGNED BY PARENT OR LEGAL GUARDIAN
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 Facilities, 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 Facilities, 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 Facilities, 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 a 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 of parent or legal guardian

Relationship to minor

Home Telephone Number Work/ Cell Telephone Number

Signature of Parent or Legal Guardian

Climbing is Dangerous! Climb Smart!

- Please review the rules of this facility.
- Please use equipment in accordance with the manufacturer's instructions.
- If you are unfamiliar with any aspect of climbing, seek qualified instruction.
- Climbing or bouldering on any manufactured climbing wall can result in falls.
- Falling from any height can result in serious injury or death.
- If you have any questions about the risks, your responsibilities, or anything else about climbing in this facility, please ask!
- Climb for a lifetime, Climb Smart.

Climbing Rules

- All climbers must be certified by a Rock Spot Climbing staff member before top-rope belaying, lead belaying, or lead climbing. Rock Spot Climbing certification cards must be displayed for lead belaying and lead climbing.
- All climbers must wear shoes while climbing. The use of shoes, boots, crampons, etc. that may damage walls, floors, etc. is not permitted.
- Do not climb above or below other climbers; this includes traversing.
- You must be aware of the possible trajectory of another climber's fall, particularly on the lead wall and overhangs. Stand clear! Conversely, if you are climbing and think you may endanger another if you fall, speak up!
- Belayers must belay from their harness; no sitting or lying down while belaying.
- Rock Spot Climbing 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.

Rules and Safety Policies

- Everyone visiting Rock Spot Climbing MUST check in at the front desk.
- All climbers must have a signed Release of Liability and Assumption of Risks form on file at the front desk.
- All participants must sign the Release of Liability, Indemnification, and Assumptions of Risk form. Minors 17 years or younger must have their waiver completed and signed by a parent or legal guardian.
- Parents are responsible for the behavior of their children. Children (12 years old or younger must be accompanied by an adult at all times.
- Climbers must read and obey current rules and regulations.
- Rock Spot Climbing does not allow any instruction in the gym other than that offered by our instructors and staff. No exceptions. 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 staff.
- Climbers must tie directly into their harness with a figure 8 follow through knot.
- Belayer must use a floor anchor at all times.
- Climbers and belayers must clearly communicate formal belay commands and perform safety checks.
- No one under 14 years of age is allowed to belay unless specific permission is given by management.
- No one under 14 years of age is allowed to lead or lead belay unless specific permission is given by management.
- Lead climbers/belayers must supply their own reasonable UIAA approved rope.
- All lead climbers must pass a belay test by gym staff.
- "Topping" out on boulders is done only at your own risk
- Always use a crash pad and spotter.
- Route setting by approval of head route-setter only.
- Climbing shoes must be worn at all times while climbing.
- Clean shoes only in climbing area.
- Please keep floor and benches clear. Put your gear away.
- No pets in the gym.
- RSC is not responsible for damaged, lost or stolen items. Please store personal items in cubbies.
- No drugs, alcohol or tobacco use is allowed inside the facility. Absolutely no climbing is permitted under the influence of drugs or alcohol.
- Rock Spot Climbing does not permit the use of profanity or inappropriate language.
- We ask that all participants refrain from yelling/screaming.
- Walking only please. No running, jogging, skipping, cart-wheeling, back flips, wrestling etc.
- No swinging or bouncing on the ropes.
- Please pick up after yourself. Help to keep the gym clean for yourself and others.
- Follow instructions of staff at all times.

Remember - Your Safety is Your Responsibility