



## WAIVER & RELEASE

**Rock Spot Climbing Group, Inc.**, and its subsidiaries, affiliates, and franchises ("RSC"), operate and manage rock climbing: (1) facilities (the "Facilities") that include gyms, indoor and outdoor rock climbing walls, and all types of equipment; and (2) activities (the "Activities") that include outdoor climbing expeditions, programs, events, training, instruction, clinics, classes, teams, camps, competitions, and other activities. RSC welcomes participants ("Participants") of all ages and abilities who, as a condition to use the Facilities and participate in the Activities, follow the safety rules and instructions that are posted at RSC's gyms and on RSC's website or directed by RSC staff and who sign this Waiver and Release.

Please read carefully and consult your legal counsel for clarification. By signing this Waiver and Release, Participants will be expressly assuming the risk and legal liability and waiving and generally releasing all claims for injuries, damages, or loss sustained by use of the Facilities or participation in the Activities.

### Warning of Risk

I, the Participant who signs this Waiver and Release, am responsible for determining if I am physically fit and skilled to use the Facilities and participate in the Activities. In particular, I understand that it is always advisable, especially if I am pregnant, suffer from a medical condition, take medication, smoke or vape, have a family history of coronary disease, or have recently suffered an illness, injury, or impairment, to consult a physician before engaging in any physical activity, such as use of the Facilities or participation in the Activities.

### Assumption of Risk

Use of the Facilities and participation in the Activities involve certain inherent risks, including the risk of death or serious personal injury and damage to property or other loss. I recognize the risks inherent in my use of the Facilities and participation in the Activities and assume all risks of personal injury and damage to property, as well as any other risks, at any location and at any time, whether or not under the supervision of RSC staff.

### Authorization of Medical Treatment

In the event of any emergency, I authorize RSC to obtain any medical treatment deemed necessary for my immediate care. I will be responsible for payment of any medical services provided.

### Permission of Images

I also grant permission to RSC to take images of me, including photographs and videos, and make recordings of my voice, without compensation, and I authorize RSC, in perpetuity, to use, display, and reproduce such images and recordings, with or without my name, in any media for RSC's promotional purposes. I also grant RSC the right to create derivative works of these images and recordings in any media and acknowledge that RSC owns all rights, including copyright, to such images and recordings.

### Compliance with Rules

I will comply with all RSC rules and regulations regarding the use of the Facilities and participation in the Activities, whether posted at any gym or on the website or provided by RSC staff verbally or in writing, and will comply with any directions from RSC staff. I understand that RSC may amend the rules and regulations from time to time, and I will comply with all such changes.

### Proper Use

I will use the Facilities exclusively for their intended purposes and will not: (1) abuse or damage any of the Facilities; (2) use any Facility for any unlawful purpose; or (3) act in a way that would (a) expose any of the RSC Group to any liability for injury or damage to person or property or (b) result in a violation of any federal, state, or local law.

### Release

I release and forever discharge RSC, its successors and assigns, and all of their past, present, and future officers, directors, managers, owners, employees, agents, and contractors, and their heirs and legal representatives (together, the "RSC Group"), of and from, and I waive and hold the RSC Group harmless from, any and every claim, action, cause of action, and demand of every name, nature, or description, direct or indirect, known or unknown, foreseen or unforeseen, anticipated or unanticipated, absolute or contingent, and any and all obligations and liabilities whatsoever (including attorneys' fees and costs), both at law and in equity (each, a "Claim"), arising from my use of the Facilities or participation in the Activities, or any act or omission of RSC, or in any way related to RSC or any other person that might have liability to me, including without limitation, any Claims for damages and loss from personal injuries (including emotional trauma), death, property damage or theft, defamation, and invasion of privacy.

I hereby waive the protections of any law whose purpose, substance, or effect is to provide that a general release shall not extend to Claims which the person giving the release does not know or suspect to exist at the time of signing a release.

### Covenant Not to Sue

I will not bring or maintain any Claim at law or in equity against any of the RSC Group. If I breach this covenant, I understand that I will be responsible for all costs and expenses (including attorneys' fees and costs) incurred by the RSC Group in defending against such Claims.

### Indemnification

I will indemnify, defend, and hold harmless the RSC Group from and against any Claim, and any damages, loss, recovery, or other liability arising from any Claim (including attorneys' fees and costs), incurred by any of the RSC Group in connection with my use of the Facilities or participation in the Activities.

### Governing Law

This Waiver and Release shall be interpreted and enforced in accordance with the laws of the state where I used the Facilities or participated in the Activities and shall be as broad and inclusive as permitted by such laws. In the event of any litigation, I consent to the exclusive jurisdiction of such state. If any provision of this Waiver and Release is held invalid, the remainder shall continue in full force and legal effect. I voluntarily waive any right that I may have to trial by jury in any such litigation.

### Binding & Continuing Contract

I have carefully read and fully understand this Waiver and Release, and I am aware that it is a release of liability and a binding and enforceable contract between myself and RSC. I represent that I am at least eighteen years of age or that I am signing on behalf of a minor as a parent or legal guardian. By my signature, I voluntarily agree to the terms and conditions of this Waiver and Release on my own behalf, on behalf of any minor, and on behalf of my, his, or her heirs and legal representatives.

This Waiver and Release shall remain in effect from the date it is signed and shall apply to and be reaffirmed by my each and every use of the Facilities or participation in the Activities.

### To be completed by ALL PARTICIPANTS

#### Today's Date

\_\_\_\_\_  
First Name (please print) M.I. Last Name Date of Birth

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Primary Telephone Number E-Mail Address

#### Signature of Participant

### To Be Completed if PARTICIPANT IS UNDER 18

\_\_\_\_\_  
Parent or Legal Guardian (please print) First Name Last Name Relationship to Participant

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Primary Telephone Number E-Mail Address

#### Signature of Parent or Legal Guardian