

ASSUMPTION OF THE RISK, INDEMNIFICATION AND RELEASE OF LIABILITY AGREEMENT

I, _____, hereby acknowledge that I have voluntarily applied to participate in a Rock City climbing activity or use the facilities of Rock City, LLC. The Undersigned Participant responsible adult or minor and/or the parent or guardian of the minor participant, (referred to below as "I," unless otherwise indicated) hereby acknowledges and agrees as follows:

1. The activity which I intend or may participate in while utilizing the services of Rock City will include climbing on artificial surfaces including artificial rock wall surfaces and/or tunnels with narrow and dark passages. I have been advised, and I realize and understand that, by engaging in such activities, I am knowingly and voluntarily, exposing myself or the minor participant for which I have executed this Release to the following risks:

- a. Falling off the wall;
- b. Loose and/or damaged artificial holds;
- c. Equipment failure;
- d. Falling to the ground, or onto other individuals or objects, or being fallen upon by other participants;
- e. Abrasions from the walls, ropes, holds, or the floor; belay device failure;
- f. Climbing beyond one's personal limits;
- g. The negligence of other climbers, belayers, spectators, or other person presence.
- h. Muscular-skeletal injuries and strains.
- i. Dislocation of joints, broken bones, and other serious injuries;
- j. Crawling through and/or entering enclosed dark spaces which may cause abrasion, injury or claustrophobic reaction, etc.;

I realize that the risks stated above are not the only risks inherent in climbing at Rock City, LLC. I realize that the nature of the activity itself, i.e., climbing in an interior artificially constructed rock gymnasium or an exterior ropes and elevated obstacle course can and is inherently dangerous and will expose myself, or the minor child for which I have executed this release to any number of injuries arising from participating in inherently dangerous activities.

I understand and agree that this Assumption of the Risk, Indemnification and Release of Liability Agreement applies to activities which I may participate in at the Rock City, LLC climbing gym, and at Canyon RV Ropes Course, at Fetterly Park.

Acknowledgment of Risk:

I have been advised, and I fully recognize the fact that there is an inherent danger in the sport of rock climbing, both climbing on real rocks, and climbing on artificial surfaces such as those here at Rock City, LLC. I realize that some of those risks have been enumerated above, but the above-enumeration of risks does not include all of the risks inherent in climbing at Rock City, LLC. I realize and acknowledge that, should I incur an injury as a result of my participation at Rock City, I may incur paralysis, long-term disability or death, and I understand that no amount of care, caution, instruction or expertise can eliminate the dangers inherent in rock climbing.

I signify my acknowledgment of the risk by initialing this box

Assumption of Risk

In recognition of the known and unknown risks of the activity which I or any minor children for which I am responsible for, will engage in, I confirm that I, and the minor participant for which I have signed this Release are physically and mentally capable of participating in the activity and/or using the equipment. I understand that if my mental or physical condition changes after the execution of this Release, such that I am not capable of participating in the activity or using the equipment, I am obligated to cease participating in the activities and/or using the equipment. I expressly agree and promise to accept and assume all of the risks existing in this activity, including the risk of serious bodily injury or death. My participation, and/or the participation of the minor for which I have signed, in this activity is purely voluntary, and I elect to participate inspite of the risks.

I signify my assumption of the risk by initialing this box

Protective Helmets

I acknowledge that I have been offered a protective helmet, rock climbing shoes, and a belay harness. I understand that by wearing a protective helmet, I may be more protected from inherent risks and the injuries described herein. I also understand, that, by wearing the rock climbing shoes, I will have a better opportunity to accommodate the foot holes, including better traction against the wall with my feet. I further understand that having a belay harness is intended to inure to my safety, and that in being belayed, I shall be tethered to a rope which is designed to prevent me from a free-fall which I may otherwise have if I am not wearing a harness and being belayed. I understand that wearing a protective helmet, and/or rock climbing shoes and/or the belay harness does not eliminate the dangers of rock climbing, but that in certain instances, it can reduce the risk of injury or death. I understand that Rock City, LLC, strongly recommends that I always wear a helmet and that if I choose not to wear a helmet, I do so against their advice.

I signify my acknowledgment that I have been offered a protective helmet, rock climbing shoes, and a belay harness by initially this box

Climbing at Rock City, LLC is not the same as other Rock Climbing

I understand that climbing at Rock City, LLC is climbing on artificial rocks, and is not the same as climbing real rocks or on other artificial rock surfaces. I understand that the climbing instruction I will receive at Rock City, LLC is not necessarily applicable to other real or artificial rock climbing. I understand that the instruction I receive at Rock City, LLC does not prepare me to climb without supervision. I further understand that the handles or grips used on artificial climbing surfaces are a convenience, they are not a safety feature and they can and do break. I understand that before applying my weight to any handle or grip on the artificial climbing surface, I must check the handle or grip to make sure that it is secured sufficiently to support my weight.

Release Provisions

I agree individually and I agree as the responsible parent or guardian of the minor participant for which I have signed to assume all financial responsibilities for any injury(ies) or damages, incurred by participant while participating in any activities offered by Rock City, LLC. I further agree that, on behalf of myself and the minor for whom I sign, members of my family, heirs, assigns, personal representatives, and my estate, to release, discharge, and indemnify and hold harmless Rock City, LLC, its owners, agents, employees, officers, directors, managers, and sponsors from any and all claims, by whom ever they may be brought, including claims based on negligence, negligent supervision, negligent training, which are in any way connected with my or the minor's enrollment or participation in any activities offered by Rock City, LLC. I understand and agree that my agreement to indemnify and hold Rock City harmless from any inherent risks, injuries or damages which may occur as a result of the use of the Rock City facilities, is a material condition required before either I, or the minor child for whom I sign, I can use any of the facilities or services offered by Rock City, LLC.

I signify my agreement to Release and Indemnify Rock City, LLC and assume all financial responsibilities for any injury(ies), damages or losses I may sustain from my participation in the activities offered by Rock City, LLC by initialing this box.

Adequate Insurance Coverage

I certify that I have adequate insurance coverage to cover any injury or damage which I may cause or suffer from as a result of my participation and use of the facilities of Rock City, LLC. I also certify that, in the event that my insurance coverage is inadequate to cover any such injury or damage, I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions that which could or may interfere with my safe participation in any activities offered by Rock City, LLC.

Choice of Law

In the event that I file a lawsuit Rock City, LLC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Rock City, LLC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Address: _____

City\State\Zip: _____

Phone: _____ Date: _____

**PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(FOR PARTICIPANTS UNDER THE AGE OF 18)**

I certify that I am the responsible adult, parent, or guardian authorized to sign this indemnification agreement on behalf of the minor child participating in the activities at Rock City, LLC. In consideration of _____(Print minor child's name)("Minor") being permitted by Rock City, LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Rock City, LLC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: _____ Date: _____