



Russellville Climbing Center, Inc.

dba, The Wall

1605 N. Phoneix

Russellville, AR 72801

(479) 890-WALL

AGREEMENT-ASSUMPTION OF RISK OF LIABILITY

There are significant elements of risk in any adventure sport or activity associated with a "climbing gym": climbing wall, bouldering area, lead climbing, and/or incidental fitness training regimens and equipment (referred to herein as the "ACTIVITY"). We have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an activity at which you may or may not be skilled; however, we wish to remind you the ACTIVITY has foreseeable and unforeseeable risks and certain risks cannot be eliminated without destroying the unique and exciting character of the ACTIVITY. The same elements that contribute to the unique and exciting character of the ACTIVITY can be causes of serious injury to persons, death, and/or loss of or damage to equipment and can occur by accident, through negligence, or even intentionally. It is important for you to know in advance what to expect and to be informed of the inherent risks.

RELEASE: In consideration of being permitted to engage in the ACTIVITY and to use the facilities, equipment and services provided by The Wall, you, on behalf of yourself and any minor children for whom you are the parent, legal guardian or otherwise responsible, your spouse, your heirs, personal representatives or assigns, do hereby release The Wall, its parent company, subsidiaries, principals, directors, officers, agents, employees, and volunteers, and each and every land owner upon whose property the ACTIVITY is conducted, from all liability; and you waive any claim for damage arising from any cause whatsoever, including negligence. In addition to signing the Helmet Waiver, you have read and understand this Acknowledgment and Assumption of Risks and Release of Liability. You understand that by signing this form, you are waiving valuable legal rights.

PARTIAL LISTING OF RISKS: Some, but not all of the risks, foreseeable or unforeseeable, associated with the ACTIVITY follow:

1. Slips, trips, falls and/or collisions while using the climbing walls, bouldering areas, floors below climbing walls, bathroom facilities, stairs, exits and entrances, and other facilities or equipment existing now or in the future;
2. Misuse of equipment or facilities, or failure of equipment and facilities, including but not limited to: loose or damaged holds, worn or defective ropes, worn or defective harnesses, and worn or defective equipment;
3. Your physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying, or working out;
4. Abrasion from or entanglement with ropes or equipment;
5. Bad decision making by you or your belayers, and the presence, actions (including mistakes), or falls of other climbers, belayers, observers;
6. Falling objects including metal pieces, wood, rock, holds, bolts, climbing gear, and other related hardware.

EXPRESS ASSUMPTION OF RISKS: You hereby acknowledge that participation in the ACTIVITY is purely voluntary. In recognition of the inherent risks of the ACTIVITY in which you may engage, you confirm that you are physically and mentally capable of participating in the ACTIVITY and/or using all facilities and equipment situated at The Wall. You participate in the ACTIVITY willingly and voluntarily, and you assume the risk of any and all personal injury and/or damages to or loss of your personal property that occurs while at The Wall. You assume such risk even if the injury or damage is caused by the negligence of others, including but not limited to: members, visitors, The Wall employees, officers, directors, agents, instructors, belayers or spotters. You further assume such risk whether the ACTIVITY in which you are participating is organized or unorganized, part of a class or instructional, supervised or unsupervised. You are aware of the meaning of the terms "unroped climbing" (bouldering), "top-rope climbing", and "lead climbing", and you understand the differences between the activities. You assume the risk(s) of personal injury, accidents and/or illness, including but not limited to: sprains, torn muscles and/or ligaments, fractures or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, exposure and/or altitude sickness, head, neck, and/or spinal injuries, shock, paralysis, and/or death.

CAPABILITIES-HEALTH-INSTRUCTION: You recognize that The Wall may find it necessary to refuse or terminate the participation of any person judged to be incapable of meeting the rigors or requirements of any ACTIVITY. You accept The Wall's right to take such actions for the well-being of yourself and/or other participants. You will not engage in the ACTIVITY beyond your capabilities and will not cause any third party to be endangered by any of your actions during the ACTIVITY or while using the facility or equipment. You understand that indoor/artificial climbing is not the same as outdoor climbing, which requires additional skills. You represent that you are in good health and have no physical or mental limitations or problems that would affect your proper use of the facilities or equipment. You agree to abide by all of The Wall rules as they currently exist and as they are amended, and will immediately comply with all instructions and requests from The Wall staff.

MEDICAL TREATMENT: You hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the ACTIVITY. You either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on your behalf.

INDEMNITY-ATTORNEY'S FEES-JURISDICTION-VENUE: In the event of any litigation involving any actions covered by this Agreement-Assumption of Risk of Liability, should The Wall prevail in whole or part, you shall pay The Wall's reasonable attorney's fees and costs, and you agree to indemnify and hold The Wall harmless from any claims, demands, or causes of action which are related to participation in the ACTIVITY. You agree that if any portion of this Agreement-Assumption of Risk of Liability is found to be void or unenforceable, the remaining portions shall remain in full force and effect. You agree that sole jurisdiction and venue for any litigation involving any actions

covered by this Agreement-Assumption of Risk of Liability shall be in Russellville, Arkansas. In the event that I file a lawsuit against The Wall or any other Releasee, I agree to do so solely in the state of Arkansas, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict 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.

GUIDELINES/RULES/PRACTICES FOR THE WALL: This is a partial list of rules/guidelines/practices for The Wall. Additional rules, practices, and guidelines are posted in the gym and given during the belay orientation course. If you have any questions please inquire with The Wall staff. The Wall requires that parents or legal guardians of participants under the age of 18 sign for that participant, after thoroughly explaining the guidelines. You agree to abide by each of the following:

RULES:

- All climbers must have a current Wall waiver on file before climbing. Participants under 18 must have this form signed by their parent or legal guardian.
- Only paid climbers are allowed in climbing area. Spectators may watch from entry way or the overlook upstairs.
- No food or drinks are allowed in the climbing area.
- No horseplay, tumbling in mulch or throwing mulch, swinging on ropes, running or foul language is permitted at The Wall.
- All climbers must be certified by a Wall staff member before top-rope belaying, lead belaying or 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.
- The minimum age to climb is 5 years old. The minimum age of a climber without a parent or legal guardian is 16 years old after the Agreement-Assumption of Risk of Liability waiver has been signed by the parent or legal guardian.

PARTICIPANT INFORMATION:

First Name: _____ Middle Name: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date of Birth: _____

Emergency Contact Name: _____ Emergency Contact Number: _____

Email Address: _____

Your email address will **NOT** be shared!

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: _____ Today's Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION:

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by The Wall to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless The Wall 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: _____ Print Name: _____ Date: _____