

**ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNIFICATION**

***THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.***

The undersigned ("Participant") desires to use the facilities of The Rock Club, LLC (hereinafter "The Club"), 130 Rhodes St, New Rochelle, New York ("Facility"). In consideration of The Club permitting me to use the Facility, I hereby agree to be bound by the terms of this Assumption of Risks, Release of Liability and Indemnification and by the provisions of the Rules and Regulations of The Club (together, the "Release").

I hereby acknowledge, accept and agree that the sport of rock climbing and the use of The Club's climbing wall and other facilities (collectively, the "Facilities") involve inherent and significant risks. I am satisfied as to the information I have received regarding the Facilities and have had the opportunity to ask any questions that I wished and received thorough answers to my questions. I have examined the Facilities and am aware that there are significant risks associated with rock climbing and the use of the Facilities, including but not limited to:

1. All manner of injury resulting from my falling off or from the Wall, hitting the floor, wall faces and features, climbing holds, people or rope projections, whether permanently or temporarily in place;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Wall, including but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
3. All manner of injury resulting from the actions, omissions or negligence of other participants, visitors or other persons who may be present including, but not limited to, falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts or personal effects;
4. Cuts and abrasions resulting from skin contact with the Wall or any other surface;
5. Failure or misuse of ropes, harnesses, belaying equipment, climbing holds, anchor points, on any part of the Wall;
6. Failure to follow The Club's posted rules and regulations, employee's instructions or failure to ask for information or assistance.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Facilities and I agree that such list in no way limits the extent or reach of this Release. If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform The Club's employees until corrected or satisfactorily answered.

I certify that I have no medical, physical or other conditions that could interfere with my ability to follow or give directions while climbing, belaying or any other activity within The Club.

I have read, understand and agree to comply with the Club's rules and regulations.

I understand that indoor rock climbing is not the same as outdoor climbing and that additional skills and training are necessary for outdoor climbing that cannot be acquired indoors. I agree to seek qualified instruction before attempting to climb outdoors.

I understand that wearing a UIAA or CE approved helmet is available from The Club at no extra charge for my use while climbing at the Facility. If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result of not wearing a helmet.

The Club reserves the right to use any photograph taken at The Club for promotional materials, brochures, and/or website, whether in the course of open climbing, during a lesson, birthday party, private group or otherwise.

I also agree to release and discharge The Club, Palmer Rock LLC, Palmer Associates, Palmer Cedar Indoor Racquet Club, Inc., Pat's Place Inc., New Rochelle Racquet Club LLC, Rock and Racquet Realty LLC, and all of their respective officers, directors, shareholders, members, partners, employees, agents and representatives, as well as all other persons, corporations, or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or otherwise involving the Facilities. This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of any Released Parties. I further agree to indemnify, hold harmless, and defend the Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by a Released Party as a result of my using the Facilities or participating in any activity sponsored by or involving The Club.

The laws of the State of New York shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any Released Party shall be brought solely in the New York State Supreme Court in Westchester County. I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING ANY RELEASED PARTY.

**Participant name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Street Address, Apt. No.:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Primary Phone:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

\_\_\_\_\_  
**Participant's Signature** \_\_\_\_\_  
**Today's Date**

**TO BE COMPLETED IF PARTICIPANT IS A MINOR**

I represent that I am the parent or legal guardian of the above named Participant and hereby consent to the Participant using the Facilities and participating in other activities sponsored by The Club (all defined terms used herein shall have the meaning given to such terms in the above Assumption of Risks, Release of Liability and Indemnification).

In consideration of The Club permitting the above named Participant to use the Facilities of The Club and to participate in activities of The Club, and in recognition of the inherent and significant risks, I agree that my child will be bound by the rules and regulations of The Club. I agree to supervise my child at all times per these rules and regulations and agree to empower The Club to enforce same if I am not present, such as for group programs, parties and the like.

I further agree, personally and on behalf of the Participant, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend the Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by a Released Party to the same extent as in the terms of the indemnification contained in the Release as a result of the above named Participant using the Facilities or participating in any other activity involving The Club.

**I certify that I am the Parent or Court-Appointed Legal Guardian of the minor participant named above and that I agree to these terms and so acknowledge by my signature below.**

\_\_\_\_\_  
**Printed name of Parent or Guardian** \_\_\_\_\_  
**Parent or Guardian's Signature** \_\_\_\_\_  
**Today's Date**