

# WAIVER

CLEVELAND ROCK GYM, INC.

## ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

**WARNING:** There are significant elements of risk in any adventure sport or activity associated with a "rock gym", climbing wall, bouldering area, rock climbing, and/or incidental weight and fitness training regimens and equipment (referred to herein as "activity"). We have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an activity for which you may not be skilled. We wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, accidental injury, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGMENT OF RISKS:** I acknowledge that the following describes some, but not all of the risks: 1) Slips, trips or falls while climbing rock, using the facilities or equipment, climbing walls, bouldering areas, landing pits, work out areas, floors below climbing walls, bathroom facilities, or stairs: 2) Risk associated with crossing, climbing, or down climbing: 3) Misuse of equipment or facilities, or failure of equipment: 4) My physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying, or working out: 5) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident: 6) Abrasion from or entanglement with ropes or equipment: 7) The presence, actions or falls of other participants. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I and my minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/we participate willingly and voluntarily and I assume responsibility for damages to or loss of my/our personal property. I also assume risk for accidents or injury caused by the negligence of my belayer or spotter whether such negligence is comparative or contributory. I am aware of the meaning of the terms "unroped climbing" (bouldering), "Toprope climbing", and "Lead climbing" and understand the differences between the activities. I accept that lead climbing is the most dangerous due to the hazard to both leader and follower.

I 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, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; insect bite or allergic reaction; shock, paralysis, and/or death.

**HELMET WAIVER:** I, the undersigned, acknowledge on my behalf and on behalf of any minor children for which I am responsible, that wearing a UIAA approved helmet may help prevent head injuries. I/we understand that UIAA approved helmets are made available to me/us by the Cleveland Rock Gym, Inc. at no cost. By not wearing a safety helmet, I/we am refusing this critical safety precaution, against the advice of the Cleveland Rock Gym, Inc., and its insurance company, and hereby waive and release the Cleveland Rock Gym, Inc., its officers, directors, shareholders, employees, and agents from any and all liability associated with my voluntary refusal to wear a safety helmet.

Participant must write "I have read and understand the Helmet Waiver."

Participant signature

(If under 18, parent of legal guardian's signature)

Date

**COVENANT OF GOOD FAITH:** I recognize that Cleveland Rock Gym, Inc., as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of any activity. I accept your right to take such actions for the safety of myself and/ or other participants.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us, as participants, become property and may be used for promotional or commercial purposes.

**RELEASE:** In consideration of services or property provided, I, for myself and my minor children for whom I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release the Cleveland Rock Gym, Inc., its principals, directors, officers, agents, employees, and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is result of gross negligence).

# WAIVER

**In addition to signing the Helmet Waiver, I have read and understand the forgoing Acknowledgment of Risks, Assumption of Risks, and Release of Liability. I understand that by signing this form I may be waiving valuable legal rights.**

Participant's Name (Please Print Clearly and Neatly)

Date of Birth

Participant's Address (Street)

City

State

Zip

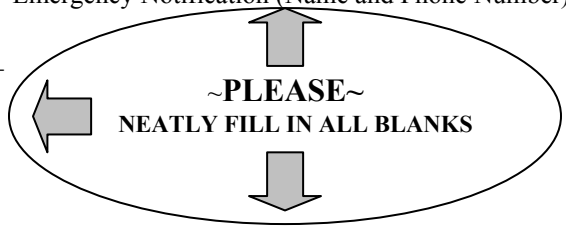
Participant's Phone Number (Please indicate home, work, or cell)

Emergency Notification (Name and Phone Number)

Participant's Signature

**(IF THE PARTICIPANT/MEMBER IS UNDER 18, THE PARENT OR LEGAL GUARDIAN MUST SIGN)**

Date



## Safety Guidelines and Regulations for the Cleveland Rock Gym, Inc.



**Please read and initial each of the following guidelines.** If you have any questions please inquire with Cleveland Rock Gym staff. The Cleveland Rock Gym requires that parents or legal guardians of participants under the age of 18 initial for that participant, after thoroughly explaining the guidelines.

- I acknowledge and understand that, as a user of the Cleveland Rock Gym, Inc., I have a responsibility to conduct myself, and all persons under my supervision, including minor children, in a proper, courteous, and safe manner. \_\_\_\_\_
- I acknowledge and understand that no one may use the equipment and/or facilities at the Cleveland Rock Gym Inc. while under the influence of a controlled substance. \_\_\_\_\_
- I acknowledge and understand that all Visitors and Members must be Safety Certified in order to climb at the Cleveland Rock Gym, Inc. (Introduction Class and Private Group participants will receive the necessary instruction before their session begins) \_\_\_\_\_
- I acknowledge and understand that all climbers must wear a helmet or sign a Helmet Waiver. (If under the age of 18, a parent or legal guardian must sign) \_\_\_\_\_
- I acknowledge and understand that in order to belay at the Cleveland Rock Gym, Inc. without staff supervision I must be Belay Certified. \_\_\_\_\_
- I acknowledge and understand that in order to lead climb at the Cleveland Rock Gym, Inc. I must be Lead Certified. \_\_\_\_\_
- I acknowledge and understand that ONLY Cleveland Rock Gym staff is permitted to teach belay skills on the premises. \_\_\_\_\_
- I acknowledge and understand that there is no running, no horseplay, and no foul or derogatory language permitted in the Cleveland Rock Gym, Inc. \_\_\_\_\_
- I acknowledge and understand that there is no swinging or bouncing on the ropes. \_\_\_\_\_
- I acknowledge and understand that no one may throw gear or equipment belonging to the Cleveland Rock Gym, Inc. \_\_\_\_\_
- I acknowledge and understand that, due to issues of safety, Visitors and participants in Private Groups and/or Introduction Classes are not permitted in Member areas. \_\_\_\_\_
- I acknowledge and understand that food is permitted only in the area of the picnic tables. \_\_\_\_\_
- I acknowledge and understand that all participants and visitors are required to respect and obey all requests made by the Cleveland Rock Gym, Inc. staff. \_\_\_\_\_
- I acknowledge and understand that the Cleveland Rock Gym, Inc. has the right to deny access to its facilities to any person, permanently or for a specific period of time, for any failure to adhere to the Safety Guidelines and Regulations, or for any conduct that is viewed as unsafe, inappropriate, or unhealthy, including, but not limited to, horseplay, foul or rude language, or defiance of a Cleveland Rock Gym employee's request. \_\_\_\_\_