

PARTICIPANT AGREEMENT
(Including assumption of risks and agreements of release and indemnity)

Please read this document carefully. It must be signed by all adult (eighteen years and older) participants in the amusements and activities offered by the gyms identified below (the "gym" or "gyms"). If the participant is a minor, at least one parent or legal guardian (parent and guardian being referred to in this document as "parent") must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. "Participants" as used in this Agreement refers to persons engaged in the activities, non-staff members observing or assisting the activities, and persons otherwise on the premises of the gym or other activity site whose agreement to these terms is required by management of the gym.

Participant's Name _____ Birth Date _____

Full address: _____

Telephone: Cell _____ Other _____

Email Address (optional) _____

Emergency Contact: _____ Telephone: _____

In consideration of being allowed to participate in the amusements and activities offered by the gyms I, an adult participant, or parent of a minor participant (for myself and on behalf of that minor participant), acknowledge and agree as follows:

This Agreement applies to activities offered by all entities or companies that own or operate gyms and climbing under the "Central Rock Gym" name, at any of their locations. Outdoor climbing sites are located on public lands in Massachusetts and New Hampshire. **No gym is responsible for the acts or omissions of or at another gym, and disputes, if any, must be resolved only with the gym at which, or on whose remote climbing event, an alleged loss occurs.**

Activities and Risks

Activities and amusements offered by the gyms include, but not exclusively: rock climbing, at the gyms and at remote outdoor locations, including bouldering, top roping, lead climbing and speed climbing; transportation to remote climbing sites and walking (including street crossings, to nearby second locations of certain of the gyms); slack lining; dry tooling; rope climbing; use of fitness equipment, use of weight rooms, classes in climbing, yoga, zumba, tabata, foam rollers, campus board, pilates, spinning, and strength and conditioning; rope swings, crate stacking, dodgeball, NERF guns, food services and simply moving about the gym and remote climbing sites.

Participants share the responsibility for managing the risks of the activities, supervised or not, including not participating in an activity for which they feel they are not qualified or which includes harmful conditions. Participants must follow all gym policies, rules, and regulations. I acknowledge that gym staff is, and has been, available, to answer any questions about the nature and physical demands of the activities and their risks. If I am a parent of a participating minor, I have explained these responsibilities to my minor child or ward.

Risks of the gym activities include, among others, the following: (1) misuse of the climbing walls, equipment or facilities; (2) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including climbing walls, ropes, flooring and other surfaces; (3) failure of the facilities, climbing walls, holds, harnesses, auto belays and exercise, fitness and other equipment; (4) mental or physical health problems of participants and others; (5) lack of training and conditioning; (6) carelessness and misjudgements, including negligence, of participants and gym staff, by improperly belaying and otherwise failing to follow proper procedures, instructions and operating policies; (7) injuries associated with activities in and about the outdoors, including hiking over sometimes uneven terrain, falling timber and rocks, harmful plants and animals and the forces of nature; (8) camping activities, including the use of cooking stoves and moving about the campsite; and (9) accidents and illnesses, including allergic reactions, occurring in remote places where emergency medical care may be significantly delayed; and (10) accidents while being transported to remote sites or walking to nearby gym sites.

These and other risks are inherent in the activities of the gym; that is, without them, the activity would lose its value and appeal and vigorous participation would be discouraged. These and other risks can result in losses to participants, including property damage, bodily injury, permanent disability, paralysis, and even death.

Assumption of Risks

If I am an adult participant or Parent, I hereby acknowledge the risks described above and their inherency, and that other risks, known and unknown, inherent and otherwise, may be encountered. I expressly Assume all the risks, known and unknown, inherent or not, and whether or not described above, of enrolment or participation in an amusement or activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites. If I am the Parent of a minor participant, I have discussed the activities, responsibilities and risks with the minor child who understands and accepts them.

Release and Indemnity

I, an adult participant or parent (parent agreeing for himself or herself and on behalf of a minor child or ward who is a participant), to the maximum extent allowed by law hereby agree to release and discharge each and every entity or company that own or operate gyms and climbing centers under the “Central Rock Gym” name (“Released Parties”) from all claims, liabilities and losses asserted by or on behalf of me or the minor participant in any way arising from or connected with my, or the minor’s, enrollment or participation in an activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites. I understand that in signing this document, I surrender my, and the child’s, right to make a claim or file a lawsuit against a Released Party for personal injury, property damage, wrongful death, products liability or any other theory, to the maximum extent allowed by law.

I further agree to hold harmless and indemnify (that is, defend and pay or reimburse) the gym and the other Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys’ fees) resulting from 1) a claim brought by a co-participant, rescuer or any other person for loss or damage caused by my, or the minor participant’s, acts or omissions; and 2) a claim brought by any member of my or my minor child’s family in any way arising out of my or the minor’s enrollment or participation in an activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites.

These agreements of release and indemnity include loss, damage or expense claimed to have been caused in whole or in part by the negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.

Additional Provisions

If I am an adult participant or Parent, I acknowledge and agree to the following additional provisions:

Medical: The gyms do not have medical personnel or treatment available to visitors. I hereby authorize and grant permission to the gym to secure emergency medical treatment for myself or, if my minor child or ward is the participant, for the child. Neither I nor he child has any emotional or physical condition which would cause me, him or her to be a danger to ourselves or to others. I am, or the child is, covered by medical health insurance sufficient to provide for any medical costs that may be incurred, and in any event I agree to be responsible for such costs.

Media Release: I consent to the reproduction and use by the gym of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes. I release the gym and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

Dispute Resolution: I, for myself and for the child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor child and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State where the gym is located from whose activities, including remote climbing, the claim arose. Any mediation or arbitration shall take place only in that state, and in the County in which the gym is located or in the next nearest county in which a court of competent jurisdiction is located.

This Agreement, which consists of this and the preceding page (obverse), will apply to my, or the child’s, participation in activities at all the gyms identified above, for the current and for all future visits, until cancelled in writing by me or expired pursuant to the provisions of state law.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my minor child or ward who is a participant, and my, or the child’s, family, heirs, executors, administrators and representatives. I agree that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect.

Participant Signature Date Print name

Parent or Guardian Signature Date Print Name