

## PARTICIPANT AND LIABILITY WAIVER AGREEMENT

Participant Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Phone # \_\_\_\_\_

Street: \_\_\_\_\_ email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Emergency Contact Name/Relationship \_\_\_\_\_ Emergency contact Phone# \_\_\_\_\_

### User Terms and Conditions

1. Red Rock Climbing Center and any of its employees, directors, officers, agents, representatives, or assigns (hereinafter "RRCC") reserves the rights in its sole discretion to refuse entry, or to remove any user ("participant") including his/her Guest from RRCC's property (the "Facility") or from participation in any activity organized by RRCC for any reason whatsoever. Any such refusal of entry or removal by RRCC shall be its sole discretion.
2. RRCC shall not be responsible for the safekeeping, loss, theft, or damage of any participant's property or the property of any guest that is brought into the facility.
3. Participant shall comply with and observe all rules and regulations of RRCC and the terms and conditions of this agreement at all time and shall assure that his/her Guest(s) complies with and observes the same.
4. Any delay or failure by RRCC to exercise its rights and/or remedies under this agreement does not constitute a waiver of any such right or remedy.
5. The terms and conditions herein (as amended from time to time) constitutes the entire agreement between the participant and RRCC regarding the participants use of the facility and super cedes all previous agreements, understandings and arrangements, written or oral between the participant and RRCC in relation to such matters.
6. In the event of an emergency, RRCC is authorized to notify the person(s) listed under participant's emergency contact information.

### RRCC Liability Waiver

I (participant) understand that roped climbing, bouldering, and other activities now available or that may become available at the Facility in their various forms, as well as preparation for participating in, coaching, or spotting, volunteering, and all other aspects involved with these activities (collectively referred to hereinafter as "Activities") are inherently dangerous activities involving many **Risks, Dangers and Hazards**. These risks, Dangers and hazards include, but are not limited to, falling, collisions with objects, people or structures, being struck by other participants or objects (including loose holds and or climbing equipment), breaking, or spinning hand holds, unexpected and uncontrolled falls, uneven padding or other facility that may exacerbate or contribute to dangerous falls, equipment failure, the actions of other participants including negligence, or inexperience of the Participants partner(s), overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events and circumstances. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE** of the activities. I know that the risk of **SEVERE INJURY** and even **DEATH** exist in the participation activities. I also understand that maintenance of the Facility and equipment, training, coaching, instruction, supervisors, enforcement or lack thereof of any rules or regulations, route setting, or any added safety measures (hereinafter "Associated Activities") by RRCC, its subsidiaries, affiliates, officers, directors, employees, volunteers, agents, coaches, instructors, contractors, representatives, competition organizers, and sponsors and equipment providers do not and cannot guarantee my safety.

I (Participant) hereby represent that I am fit and suffer from no adverse health condition or effect that would limit my ability to participate in any Activities offered by RRCC.

I (Participant) hereby represent that any of my own equipment that I use at the facility is safe and in no way shall RRCC be liable for any damage caused to myself or a third party for any failure of any such equipment.

I (Participant) hereby represent that I have conducted a thorough visual inspection of the Facility and equipment I will be using and I am aware of any potential hazards associated with the Facility and/or such equipment.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in the activities and the Associated Activities. **I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of RRCC.

INITIALS \_\_\_\_\_

# RED ROCK CLIMBING CENTER PARTICIPANT AND LIABILITY WAIVER AGREEMENT RELEASE

In consideration of RRCC acceptance of my membership application or day use of the Facility, and in spite of the risk of severe or permanent injury, or even death, the undersigned agrees as follows.

1. I (Participant) hereby unconditionally **WAIVE AND RELEASE ANY AND ALL CLAIMS AND CLAUSES OF ACTION OF ANY KIND OR NATURE AGAINST RRCC, AND ANY MANUFACTURERS OR DISTRIBUTORS OF EQUIPMENT USED BY RRCC, RELATED IN ANY WAY TO THE ACTIVITIES OR THE ASSOCIATED ACTIVITIES. THIS WAIVER AND RELEASE INCLUDES BUT IS NOT LIMITED TO ANY SUCH CLAIMS OR CAUSES OF ACTION**, present or future, related to injury (including **DEATH**) suffered by any person from or in connection with participant engaging in any Activities and from Associated Activities due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of if express or implied warranty on the part of RRCC.
2. Participant agrees to hold harmless, defend, and indemnify RRCC from any claim or action, present or future, related to injury or damage to participant his/her property or to any other person or property, for any loss, damage, expense or injury (including **DEATH**) suffered by any person from or in connection with Participant's participation in any Activities or Associated Activities, due to any cause whatsoever including negligence and/or breach of express or implied warranty on the part of RRCC.
3. Participant hereby **RELIEVES RRCC OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM** in connection with any Activities, or Associated Activities in which RRCC is involved in any way.
4. In the event Participant does suffer any type of damages or injury, Participant shall notify RRCC immediately of any such occurrence or cause.
5. Participant authorizes RRCC to stabilize, obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of RRCC medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all cost associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY, AND HOLD HARMLESS RRCC** of and from the consequences of such decisions and from any such cost incurred relating to the provision of medical care.
6. This liability Waiver shall continue in effect in perpetuity so that each time a Participant or member uses the Facility or participates in any Activity from this date this waiver is signed forward he/she shall be bound by the terms and conditions herein.
7. If any provision of this agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected hereby.
8. This agreement shall be construed in accordance with, and governed by the substantive laws of the State of Nevada, without reference to principles governing choice or conflicts of laws. In addition, participant agrees not to sue or make claim against any above-mentioned parties, and that any action or claims relating in any way to this Agreement, the rights conferred hereby or the use of the facility, including claims for personal injury or related loss must be resolved in Nevada district courts. The party prevailing in and such case shall be entitled to recover its cost including attorney's fees, and expert witness fees.

**HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:**

**SIGNATURE** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE OF PARENT OR LEGAL GAURDIAN REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18**

As the parent or legal guardian of the minor participant named above, All hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, Participant, and any other parent or legal guardian of the participant, intending that they be binding on me, the Participant, and our respective heirs, executors, personal representatives, administrators, and assigns. By affixing my signature below I represent that I intend to give up my right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against RRCC arising out of Participant's participation in any Activities or related in any way to the Associated Activities. I further agree to hold harmless, defend, and indemnify RRCC of and from any claims from third parties arising from or related to the minor child participant's participation in any Activities or Associated Activities.

**Parent or Legal Gaurdian's**

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

