

ROCA, CLIMBING AND FITNESS INCORPORATED RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

ADULT:

CHILD UNDER THE AGE OF 18:

Print Name (First, Middle Initial, Last)

Print Name (First, Middle Initial, Last)

As an Adult signing for a Minor, I attest that I am Authorized to do so by the Parent or Legal Guardian of said Minor.

WARNING: THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING YOU GIVE UP YOUR RIGHT TO RECOVER ANY COMPENSATION FOR ANY PERSONAL INJURIES, DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF ROCA, CLIMBING AND FITNESS INCORPORATED'S ("ROCA") FACILITIES, ROCK CLIMBING WALLS OR EQUIPMENT ("FACILITIES"), OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES ("ACTIVITIES"), INCLUDING TRANSPORTATION PROVIDED BY ROCA. YOU ARE RELEASING ROCA'S LANDLORD, AS WELL AS ALL DESIGNERS, MANUFACTURERS AND INSTALLERS OF THE FACILITIES AND ANY PERSONS USING ROCA'S FACILITIES. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

WARNING: CLIMBING IS DANGEROUS. I, the undersigned, acknowledge and agree the use of Roca's Facilities and Activities sponsored by Roca have **INHERENT RISKS**, including, but not limited to, the following:

1. Injuries or death resulting from the failure or negligent misuse of Roca's Facilities.
2. Injuries resulting from slips, trips, falls, and/or the physical demands associated with the use of Roca's Facilities.
3. Injuries resulting from the swinging or fall of other persons who may come into contact with me or from any swinging or falls in which I come into contact with other persons.
4. Injuries occurring from the negligence or lack of adequate training of Roca's volunteers or employees assisting with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of Roca's facilities, and also including but not limited to, failure of ropes, slings, harnesses, belay devices, handholds, anchor points, landing surface and its curbs, items left in landing surface and any other part of the climbing structure, and misuse of equipment (**including, importantly, failure to properly clip into and operate the auto belays**) and facilities.
6. Injuries resulting from the negligence of Roca's owners, operators, employees, or volunteer assistants, the negligence of other climbers, visitors, or persons present at Roca, the negligence of the designers, manufacturers or installers of the Facilities, and/ or the negligence of Roca's landlord.
7. Injuries resulting from Activities not directly related to climbing, but related to other services offered by Roca in its facility.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using Roca's Facilities and other Activities offered by Roca. I VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I am SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

Initial _____ (If participant is under 18, Parent/ Authorized Adult /Legal Guardian must initial.)

RELEASE, PROMISE NOT TO SUE AND REPRESENTATIONS

In consideration of my observing or using Roca’s Facilities, and/or in consideration of my participating in Activities I, on behalf of myself, my heirs, administrators and personal representatives, hereby RELEASE ROCA AND FOREVER DISCHARGE IT FROM ANY AND ALL LIABILITY, and PROMISE NOT TO SUE Roca, or any of its officers, directors, employees, volunteers, or agents or any other climber, visitor, or person present in or using Roca’s Facilities for any claims, losses, damages and/or demands arising out of any PERSONAL INJURIES sustained by me, damage to my PROPERTY, or my DEATH. This RELEASE extends to and shall be applicable to the designers, manufacturers and/or installers of Roca’s Facilities and Roca’s landlord.

You represent you are over the age of 18. You hereby grant to Roca the right to use any photographs or videos taken at the Facility or during any Activity for promotional purposes. Such images may be used in Roca’s brochures, posters, website, Facebook page or other promotional materials without liability or payment.

You further represent that you are not aware of, nor have you been advised of, any medical, physical or other conditions that would prevent you from participating in the Activities, including rock climbing, bouldering and belaying. You further agree not to engage in flips, tricks, jumping, or any other activity that is not safe in connection with bouldering, climbing, or other Roca Activities.

All parents bringing children to Roca’s Facilities hereby acknowledge and agree they have been advised by Roca’s staff of Roca’s supervision rules, and they have reviewed the supervision rules posted by Roca within the Facilities, and agree to abide by and follow the supervision rules.

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable. This Agreement shall be governed by the laws of the State of Minnesota.

Initial _____ (If participant is under 18, Parent/Authorized Adult/ Legal Guardian must initial.)

I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND ITS TERMS. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THIS AGREEMENT. I AGREE TO ALL TERMS. (ALTERATIONS OR MODIFICATIONS TO THIS DOCUMENT ARE NOT ALLOWED). THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL CANCELED OR MODIFIED BY A WRITING SIGNED BY ROCA.

Date: _____ Participant Signature: _____
(If Participant is under the age of 18, Parent/ Authorized Adult or Legal Guardian must sign.)

Participant’s Address: _____
Street City State Zip

Participant’s Phone Number: _____

Participant’s Date of Birth: _____ Email: _____

Emergency Contact: _____
Name Phone Number