

ACKNOWLEDGEMENT, WAIVER, & RELEASE FROM LIABILITY AGREEMENT

NOTICE: THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR ANY INJURY TO YOUR SELF OR YOUR PROPERTY.

ACKNOWLEDGEMENT: I acknowledge that there are significant elements of risk associated with the sport of rock climbing, bouldering and incidental weight training, team building and fitness training regimens and equipment. I further acknowledge the nature and extent of the risks inherent in rock climbing and the use of the RockQuest™ facilities, include, but are not limited to:

1. Injuries resulting from falling, and crashing into walls, or other obstacles, whether such walls, rocks, or other obstacles are permanent or temporary;
2. Injuries resulting from rope abrasion, entanglement, and other injuries that may result from activities or other persons, including, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue or emergency activities, as well as injuries, abrasions, or cuts resulting from contact with climbing walls, holds or equipment;
3. Injuries resulting from falling climbers or falling or dropped items, including, but not limited to, ropes, holds, or climbing hardware;
4. Injuries resulting from any equipment failures, including, but not limited to, failures of ropes, slings, climbing harnesses, anchor points, or any part of the climbing structure;
5. Injuries or death resulting from not following proper and customary personal safety procedures and the Safety Policies and Procedures of RockQuest™ which form a part of this agreement;
6. Injuries resulting from the negligence of other climbers, participants, spectators, or users of the facilities, including, but not limited to, belayers or spotters;
7. Injuries resulting from personal physical and mental limits, including, but not limited to, fatigue, chill, and or dizziness, personal strength, coordination, sense of balance, which may diminish reaction time and increase risks of accident, and ability to follow or give directions while climbing, belaying, lifting, spotting or being a spectator.

I acknowledge that the above list is not inclusive of all possible risks associated with the use of the RockQuest™ facility, and that other unknown and unanticipated risks may result in injury, illness, or death. I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.

_____ (initial) ← ← ← ←

Please print clearly:

Name: _____

Email: _____

Address: _____

City: _____

BirthDate: _____

PhoneNumber: (____) _____

State: _____ Zip _____

HELMET WAIVER: I further acknowledge on behalf of myself 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 RockQuest™ at no cost. By not wearing a safety helmet, I/we am refusing this critical safety precaution, against the advice of RockQuest™, and its insurance company, and hereby waive and release RockQuest™, its officers, directors, shareholders, employees, volunteers and agents from any and all liability associated with my voluntary refusal to wear a safety helmet. _____ (initial) ← ←

RELEASE, ASSUMPTION OF RISK AND RESPONSIBILITY: In consideration of, and in recognition of the inherent risks of the activity associated with the use of the RockQuest™ facility, I, and/or on behalf of any minor children for which I am responsible for, knowingly and intentionally agree, on behalf of myself, my/our heirs, representatives, successors, executors, administrators, and assigns, to hereby RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE RockQuest™, its officers, directors, shareholders, agents, volunteers, and employees, from any and all claims or demands, obligations and/or causes of action of any nature whatsoever which I/we may have against RockQuest™, its officers, directors, shareholders, agents, volunteers, or employees, on account of any personal injury, property damage, death, or accident of any kind, arising out of or in any way connected with use of the RockQuest™ facility or equipment, whether my/our use is supervised or unsupervised and I/we agree to indemnify and hold harmless the persons or entities mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my/our actions. This release shall be effective even though said loss, damage, or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty, or strict tort liability of RockQuest™ or the other parties released. _____ (initial) ← ←

I further certify, acknowledge and agree on behalf of myself and/or any minor children for which I am responsible, that:
I am (we are) physically and mentally capable of participating in the activity and/or use the equipment;
I/we assume responsibility for and voluntarily assume the risks for any personal injury, death, and related expenses involved with this activity;
I/we assume responsibility for damage to my/our personal property;
I/we assume the risks for accidents or injury caused by the negligence of my/our belayer or spotter; and
I/we grant RockQuest™, its employees, agents, and volunteers permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by RockQuest™ or the other parties mentioned shall be subject to the terms of this agreement.

Should RockQuest™, or anyone acting on its behalf, be required to incur attorneys fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all fees and costs. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself.

IN WITNESS WHEREOF, I have signed this agreement in Cincinnati, Ohio on this _____ day of _____ in the year of _____.

User Signature

Printed Name

TO BE READ AND SIGNED BY A PARENT/GUARDIAN OF A MINOR

I hereby state that I am the parent, guardian, or responsible party of the minor whose signature appears above. I am familiar with and consent to the terms and provisions set forth in this release.

Parent/Guardian/Responsible Party Signature

Printed Name

SAFETY POLICIES AND PROCEDURES OF ROCKQUEST™

Please Read and Initial

_____ The following are the Safety Policies and Procedures of RockQuest™. They are not all inclusive and the user of the RockQuest™ facility recognizes that they have responsibility to conduct themselves and any and all persons under their control or supervision, including minor children, in a proper, courteous, and safe manner during all times they are on the RockQuest™ property.

_____ In consideration for the use of the RockQuest™ facility and equipment, you agree to accept full responsibility for your own safety and the safety of others while on the premises and to abide by and help enforce the following Safety Policies and Procedures:

_____ All persons using or being a spectator of the RockQuest™ facility shall have signed an Acknowledgement, Waiver & Release from Liability Agreement, and if requested to gain access to the facility, present a photo identification.

_____ Each new user of the facility shall be required to demonstrate safe belaying and tie-in techniques to an authorized instructor of RockQuest™. Only approved climbers/spectators will be allowed in the climbing area. New belayers shall take a training session and be qualified by an authorized instructor of RockQuest™ before receiving approval for climbing.

_____ No unbelayed climbing over ten (10) feet above the landing zone shall be permitted. Failure to strictly comply with this Policy may result in immediate expulsion from the facility and withdrawal of any future climbing privileges.

_____ Climbing above the ten (10) feet restriction over the landing zone shall be roped and belayed using an approved belay device. All rope climbers and belayers shall wear approved harnesses.

_____ All top rope climbers must tie in properly with a figure eight retrace knot followed by a double-fisherman's backup knot.

_____ Lead climbers and their belayers both must demonstrate the proper understanding of leading and belaying techniques to an authorized instructor of RockQuest™ before using the lead route wall.

_____ All users of the RockQuest™ facility have an affirmative duty to inform employees of RockQuest™ as well as fellow climbers/belayers of any situation seen as unsafe or not in compliance with these Safety Policies and Procedures. All climbers shall assist and encourage less experienced climbers.

_____ All accidents or equipment damage or failures shall be reported to an employee of RockQuest™ immediately.

_____ RockQuest™ reserves the right to deny access to its facilities to any person, permanently or for a specific period of time, for any breach of this agreement or failure to strictly adhere to the Safety Policies and Procedures, 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 RockQuest™ employee's request.

_____ RockQuest™ is a Drug, Tobacco, and Alcohol Free Zone for all persons.

_____ All images on film or photographs taken by or given to RockQuest™ becomes the property of RockQuest™ and may be used for promotional or commercial purposes. To the fullest extent allowed by law, I, on behalf of myself and/or on behalf of any minor children, do hereby waive any rights of publicity or privacy that I/we may have in my/our name or likeness.

I have read, understood and agreed, on behalf of myself and/or on behalf of any minor children I am responsible for, to the above Safety Policies and Procedures.

Signature

Printed Name

Date