

Challenge Rocks Visitor Agreement

Terms of Use, Waiver, and Release of Claims

IMPORTANT!! All individuals must sign a copy of our legal waiver in order to participate at Challenge Rocks.

Children (under 18) must have a waiver signed by a parent or legal guardian. If the parent will not be arriving with the child, it is essential that a waiver be filled out.

Without a waiver signed by a parent, children will NOT be allowed to participate!

Today's Date _____

Name (or Parent / Guardian) _____

Minor's Name(s) _____

Email _____ Phone(_____) _____

Address _____

City _____ State _____ Zip _____

Climbing Policies

- Challenge Rocks staff have the right, in their sole and absolute discretion, to determine unsafe and inappropriate behavior and to revoke climbing privileges, either temporarily or permanently, for such behavior.
- Boulders may only "topout" on bouldering structures where designated by Challenge Rocks staff.
- All belayers and top rope climbers must pass a belay test administered and evaluated by Challenge Rocks staff.
- Climbers must tie in using the re woven figure eight knot with a double fisherman's backup knot.
- Belayers must belay from their harness and not from a fixed anchor point.
- Allowable belay devices include "ATC-style" devices and Gri-Gri's.
- No sitting or lying down while belaying.
- No one under the age of 14 is permitted to belay unless permission is granted by Challenge Rocks management.
- In addition to the belay test, all lead climbers and belayers of lead climbers must pass a lead test administered and evaluated by Challenge Rocks staff.
- Lead climbers must provide their own UIAA-approved rope (minimum 9.5 mm), which must pass an inspection by Challenge Rocks staff.
- Under no circumstances shall lead climbers skip a quickdraw in an attempt to "run it out" to the next quickdraw.

I have read and understand the above rules. _____(Initial)

General Waiver and Release of Claims

Challenge Rocks, LLC Waiver and Release The undersigned individual desires to use Challenge Rocks, LLC located at 3 Pond Park Road, Hingham MA (individually or collectively, the "Facility") and/or to participate in outdoor climbing expeditions ("Outdoor Climbing") sponsored by or involving Challenge Rocks. Use of the Facility and/or participation in Outdoor Climbing may include, without limitation, formal or informal instruction by Challenge Rocks staff, participation in clinics, classes, courses, camps, programs, competitions, use of portable climbing walls, and/or any other activities occurring in the Facility and/or sponsored, organized, managed, operated or run by ("Other Activities"). In consideration for Challenge Rocks permitting me to use the Facility and to participate in Outdoor Climbing and Other Activities, I hereby execute this Release of Liability, Indemnification and Assumption of Risks (the "Release"). I acknowledge that using the Facility and participating in Outdoor Climbing and the Other Activities involves certain inherent risks, including, the risk of death or serious personal injury and damage to and loss of use of property as a result of accidents, equipment failures or other causes. I hereby assume all such risks, as well as any other risks involved in using the Facility, participating in Outdoor Climbing, participating in any Other Activities and/ or climbing anywhere, at any time, whether or not under the supervision of Challenge Rocks staff. I hereby release, discharge and covenant not to sue Challenge Rocks and any of its affiliates or franchises and its or their owners, officers, directors, shareholders, members, employees, volunteers, contractors, agents, representatives, landlords, insurers, and their respective successors and assigns, as well as any and all other persons or entities that might have any liability whatsoever to me (collectively, the "Released Parties"), from and against any and all damages, actions, claims, causes of action and liabilities, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, relating to or arising from any activity, occurrence or event involving the Facility, Outdoor Climbing, Other Activities and/or Challenge Rocks, LLC. This Release is intended to release and discharge the Released Parties from all damages, actions, claims, causes of action and liabilities of any nature, specifically including, but not limited to, damages, actions, claims, causes of action and liabilities arising from or related to the negligence of the Released Parties, to the extent permitted by applicable law. I further agree to indemnify, defend and hold harmless each of the other Released Parties from and against any claim, cause of action, loss, damage, judgment, fine, penalty, interest, liability and expense, including costs and attorneys' fees, incurred by Challenge Rocks or any of the other Released Parties resulting from, arising out of, or in connection with my presence in and/or use of the Facility, my participation in Outdoor Climbing or any Other Activities. I agree to comply with all rules and regulations with respect to the Facility, Outdoor Climbing and any Other Activities, including the rules and regulations incorporated into this Release, which I have read. I agree to comply with any request or instructions of Challenge Rocks staff. I understand that the rules and regulations incorporated into this Release are not a complete list of all rules and regulations regarding use of the Facility, Outdoor Climbing and the Other Activities. I understand that other rules and regulations may be posted at the Facility and/or may be provided to me verbally or in writing by Challenge Rocks staff. I understand that Challenge Rocks may amend the rules and regulations from time to time and I shall comply with all such additions and amendments. I understand that Challenge Rocks and the Released Parties shall not be liable for my failure or the failure of any other party to comply with the rules and regulations. I covenant and agree (i) to use

the Facility for its intended purposes, (ii) not to commit waste or damage upon or to the Facility or any equipment or other personal property owned by Challenge Rocks, LLC, (iii) not to use the Facility for any unlawful purpose, and (iv) not to do or permit to be done anything which may subject Challenge Rocks or the Released Parties to any liability for injury or damage to person or property, or result in a violation of any law, ordinance or regulation of any governmental authority, agency or department. This Release shall cover and include all areas, activities, equipment and personal property and facilities in or about the Facility and/or related to the use of the Facility and participation in Outdoor Climbing and Other Activities, including parking facilities, the land surrounding the Facility, showers, rest rooms, changing rooms, retail areas, observation areas and party rooms in the Facility, and transportation in connection with Outdoor Climbing expeditions or Other Activities. I hereby voluntarily waive any right that I may have to a trial by jury in any action, proceeding or litigation involving any Released Party. To the extent permitted by applicable law, I hereby waive the protections of any applicable law whose purpose, substance and/ or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release. If any provision of this Release shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Release shall not be affected thereby except as may be necessary to make the remaining provisions consistent with each other after the invalid or unenforceable provisions are deleted, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. The laws of the Commonwealth of Massachusetts shall govern the rights and obligations of the parties to this Release and the interpretations, construction and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in the courts of the state in which the subject Facility is located, or, in case of Outdoor Climbing or any Other Activities not taking place in a Facility, the state in which the subject Facility through which the activity was booked is located. Challenge Rocks reserves the right to use any photograph, video, audio recording or any other media taken of me at the Facility, during an Outdoor Climbing expedition, or in connection with any Other Activities, in Challenge Rocks, LLC's promotional materials, brochures, website, and any other advertising. This Release applies to and binds my personal representatives, executors, heirs, and family. I am over 18 years of age. I carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. I understand that this release is a contract and that I sign it of my own free will. I agree to be bound by its terms. I further understand that this agreement has no expiration date. To Be Signed if Participant is a Minor In consideration for Challenge Rocks allowing the above individual to use the Facility, participate in Outdoor Climbing and participate in the Other Activities, I agree, personally and on behalf of the above individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, defend and hold harmless Challenge Rocks and each of the other Released Parties from and against any claim, cause of action, loss, damage, judgment, fine, penalty, interest, liability and expense, including costs and attorneys' fees, incurred by Challenge Rocks or any of the other Released Parties resulting from, arising out of, or in connection with the above individual's presence in and/or use of the Facility, or participation in Outdoor Climbing or any Other Activities. I carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. I understand that this release is a contract and that I sign it of my own free will. I agree to be bound by its terms. I further understand that this agreement has no expiration date. If I am an adult responsible for a minor or group of minors

using the Facility, I agree to have a release like this one signed by a parent of each minor in the group. I understand that if I fail to do so, Challenge Rocks can refuse to let that minor climb, or at its option, agree to let the minor climb, but that it does so only because I hereby agree to assume full responsibility for the safety of that minor child and to indemnify and hold harmless Challenge Rocks and the Released Parties in accordance with this paragraph. Signature of Parent or Legal Guardian Challenge Rocks, LLC reserves the right to add or change its rules and policies from time to time. Any such addition or change to these policies will be posted in the lobby of Challenge Rocks, LLC. Climbers and others using Challenge Rocks, LLC are required to inform themselves of new rules or rule changes.

Signature of Participant (or Parent/Guardian) _____

Date _____