



# RIVER ROCK CLIMBING GYM VISITOR AGREEMENT, ASSUMPTION OF RISKS, AND AGREEMENTS OF RELEASE AND INDEMNITY

Visitor Last Name	Visitor First Name	Visitor Middle Name	Visitor Date of Birth
Address	City	State	Zip Code
Cell Phone	Home Phone	Work Phone	
Email Address			
Emergency Contact Name	Emergency Contact Phone		

This document must be signed by all adult (eighteen years and older) visitors to the climbing gym of River Rock Climbing, LLC, a Virginia limited liability company ("River Rock"). "Visitor" as used in this agreement refers to persons who visit any area of the Roanoke, Virginia gym or any other gym at which River Rock is participating in organized climbing competitions, (such sites being referred to herein as "the gym") as a participant in its activities, observer or otherwise. If the Visitor is a minor less than eighteen years old, at least one parent or legally appointed 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, to the maximum extent allowed by the laws of the State of Virginia, on behalf of the minor visitor. Parent may be asked to provide proof of his or her status as a parent or legal guardian of the minor child. Parent agrees, among other things, to protect River Rock and others from claims by or on behalf of the minor child and members of the minor child's family, as set forth at the "Indemnity" and "Additional Provisions" sections, below.

**In consideration of the services of River Rock I, an adult Visitor or Parent, acknowledge and agree as follows:**

### Activities

Visitors will have access to the gym premises, facilities and equipment, and adjacent walkways and parking areas. Activities of the gym include wall climbing, bouldering, fitness training, formal and informal instruction by gym staff and participation in clinics, classes, courses, camps, programs, organized climbing competitions and other activities, supervised and not supervised. I agree to comply with all present and future rules and regulations with respect to use of the gym and its equipment, posted at the gym, and provided to me orally or in writing by staff. If the Visitor is my minor child or ward, I have explained these responsibilities and the rules to the child, who agrees to comply with them.

Except by special arrangement, gym staff has no responsibility to assist, supervise or even observe the activities of Visitors, including the proper attachment of climbers to harnesses, whatever the manner of belay. Visitors engaged in gym activities will receive an orientation to the gym and those activities and prospective belayers will receive special skill training in belaying. I acknowledge that gym staff is, and has been, available to answer any questions I may have about the nature and physical demands of the activities and their risks. Fitness instruction is provided by an independent contractor, for whose acts or omissions River Rock and the other Released Parties described below have no legal responsibility. Any dispute or claim involving an independent contractor must be resolved with that contractor.

### Risks

Visitors will be exposed to risks including, among others: overexertion; falls, abrupt contact with other persons, the climbing wall and other structures and equipment; falling climbers, and dropped tools and hardware; the failure of ropes, harnesses and other equipment; and carelessness and misjudgments, including negligence, of Visitors and gym staff, including by improperly belaying and otherwise failing to follow proper procedures, instructions and operating policies. Risks encountered by Visitors may result in all manner of trauma including breaks, sprains, abrasions, serious injury and emotional trauma and even death. The risks described above, and others, are inherent in the gym premises, equipment and activities -- that is, they cannot be eliminated without limiting active participation and the social and instructional value of the visit.

### Assumption of Risks

I hereby acknowledge the risks described above and their inherency, and that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks of enrollment and participation in the activities of and moving about the premises of the gym and adjacent walkways and parking areas, inherent or not, and whether or not described above. If I am the Parent of a minor participant I have discussed the activities and risks described above with the minor child who understands and accepts them.

**Indemnity**

I agree, to the extent permitted by law, to indemnify (that is, to defend and satisfy by payment or reimbursement, including costs and attorney’s fees) River Rock, its owners, members, employees, officers and staff (each of whom is an “Indemnified Party”) from any claim of injury, disability, death, or other loss or damage to person or property, brought by or on behalf of me or by or on behalf of the minor child, another Visitor, a member of my, or the minor child’s, family, or anyone else, related to a loss suffered by me or the minor child, or caused by me or the minor child, arising from my or the minor child’s visit to the premises of the gym or participation in any activity of the gym.

This agreement of indemnity includes loss or damage caused or claimed to be caused in whole or in part by the negligence of an Indemnified Party, but not intentional wrongs or the gross negligence of an Indemnified Party.

**Additional Provisions**

I acknowledge and agree to the following additional provisions:

I hereby voluntarily waive any right that I may have to a trial by jury in any action, proceeding or litigation involving River Rock or any other Indemnified Party. I acknowledge that the gym does not have medical personnel or treatment on site and I hereby authorize and grant permission to River Rock to secure emergency medical treatment for myself or the minor child if necessary. I represent that I, or my minor child or ward who is a participant, have no medical or health condition which might cause me, him or her to be a danger to ourselves or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the minor child. I am, or the minor child is, covered by adequate medical health insurance to provide for any medical costs that may be incurred.

I agree that any lawsuit brought by me or by or on behalf of the minor child, or involving the interpretation of this Agreement, shall be brought and maintained only in Roanoke City, Virginia and governed by and construed under the laws of the Commonwealth of Virginia without regard to conflicts-of-laws principles that would require the application of any other law.

I agree that I will pay all costs and attorney's fees incurred by any Indemnified Party in defending a claim or suit brought by me, or by or on behalf of the minor child, if the claim or suit is voluntarily or otherwise dismissed or to the extent a court determines that the Indemnified Party is not responsible for the claimed injury or loss.

For myself and for my minor child or ward, if any, I accept the premises and equipment of the gym, including rental equipment, “as is”, without warranty of condition, fitness or otherwise. In making the agreements contained in this document I have not relied on any assurances of safety or other representations of any kind by a representative of the River Rock or any other Indemnified Party.

I consent to the reproduction and use by River Rock of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes.

If any portion of this agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder shall nevertheless remain in full force and effect. This agreement, which consists of this and the preceding one page, will apply to my, or to the minor child’s, visits on the date of its execution and thereafter, replacing any prior agreement with respect to these visits. If a person misrepresents the capacity in which he or she signs this agreement -- as an adult, or Parent, for example -- that person assumes full responsibility for the participation enabled by the deception and agrees to indemnify the Released Parties as provided above.

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I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

**Signature of Adult Guest (18 or older):**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_



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I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

**Signature of Parent or Legal Guardian on behalf of minor child:**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

