

ASCENSION CLIMBING

RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND COVENANT NOT TO SUE

Hold on Climbing, LLC/dba Ascension Climbing 125 Depot Ct., Peachtree City, Ga 30269

THIS IS A LEGALLY BINDING CONTRACT THAT IS UN-ALTERABLE. READ EACH SECTION CAREFULLY BEFORE YOU INITIAL OR SIGN ANY PART OF THIS DOCUMENT AS YOUR INITIALS AND/OR SIGNATURE WILL CERTIFY THAT YOU ARE IN FULL AGREEMENT WITH THE TERMS CONTAINED IN THIS DOCUMENT.

Print name of participant _____ **Age:** _____

If participant is under 18, print parent's/legal guardian's name _____

Release/Indemnification and Covenant Not to Sue: By signing this contract, I hereby **RELEASE, INDEMNIFY, DISCHARGE AND HOLD HARMLESS** Hold On Climbing dba Ascension Climbing (hereafter referred to as Ascension Climbing), 125 Depot Court, Peachtree City, GA 30269, its owners, officers, shareholders, directors, managers, members, employees, or volunteers on behalf of myself, my spouse, my children, my parents, representatives, executors, administrators and assigns from any cause of action, damages, claims, liabilities, including but not limited to claims of NEGLIGENCE, WRONGFUL ACTS, OMISSIONS, BREACH OF WARRANTY OR STRICT TORT LIABILITY of Ascension Climbing, its owners, officers, shareholders, directors, managers, members, employees or volunteers. **INITIAL HERE** _____

I acknowledge that using the Facility, participating in the Trips and participating in other activities sponsored by Ascension Climbing involves certain inherent risks, including the risk of death or serious personal injury. I agree to assume all such risks, as well as any other risks involved in using the Facility, participating in the Trips or participating in any other activity sponsored by or involving Ascension Climbing. I also agree to release and discharge Ascension Climbing and all of its employees, agents, representatives, volunteer staff, their heirs, executors, and administrators, as well as all other persons, corporations or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving the facility, and/or the Trips of Ascension Climbing. **INITIAL HERE** _____

This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of the Released Parties. I further agree to indemnify, hold harmless and defend Ascension Climbing from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by Ascension Climbing as a result of my using the Facility, participating in the Trips or participating in any activity sponsored by or involving Ascension Climbing. I hereby voluntarily waive any right I may have to a trial by jury in any action, proceeding or litigation involving any Released Party. **INITIAL HERE** _____

Furthermore, safety **helmets** are made available to all users, at no charge. Users are encouraged to and it is recommended that they wear a helmet at all times while participating or observing within our facility or on Trips. If Users choose not to wear a helmet, they assume all associated or resultant risks / injuries (including but not limited to death and/or paralysis) associated with their decision not to follow this recommendation. **INITIAL HERE** _____

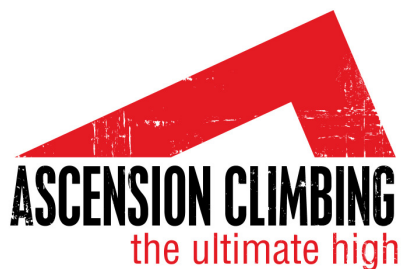
I hereby certify that I/my child am/is in good **health** and have no physical limitations which would preclude my safe use of the facilities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. In the event of an accident, if I should be unconscious or otherwise unable to make medical decisions for myself, I hereby grant the Released Parties permission to administer necessary first aid, and/or to solicit emergency medical services as deemed necessary. This authorization includes permission for emergency medical transportation to the nearest medical facility for additional medical treatment. **INITIAL HERE** _____

Ascension Climbing reserves the right to use any photograph taken at the Facility, on any Trip, during any indoor or outdoor workshop, during any private event held at the Facility or otherwise involving Ascension Climbing, or at any event otherwise sponsored or involving Ascension Climbing. Such images may be used in Ascension Climbing's promotional materials, brochures and/or website. **INITIAL HERE** _____

I have read, understand and agree to abide by the attached Rules and Regulations Agreement and, in signing this document, hereby acknowledge that I have full knowledge of the information contained within, of the nature and extent of the risks inherent in the use of or participation at any Ascension Climbing facility or event and I am voluntarily assuming the risks and hereby waive my valuable legal right to bring court action to recover compensation or obtain any other remedy for any injury, damage, loss, for my death or for any other claim from which I have released them herein however caused arising out of my participation. Further, I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, of **my own free will**, only after have carefully read, questioned, understood and agree to it. **INITIAL HERE** _____

Participant's Name or Parent/Guardian: _____ **Today's Date** ____/____/____

Participant's Signature or Parent/Guardian _____ **Relationship:** _____



ASCENSION CLIMBING

RULES AND REGULATIONS AGREEMENT

NOTICE: YOUR COMPLETION OF THIS DOCUMENT SIGNIFIES YOUR HAVING READ, UNDERSTOOD AND AGREED TO FOLLOW (OR TO HAVE ANY MINOR FOR WHOM YOU ARE LEGALLY RESPONSIBLE FOLLOW) THE RULES AND REGULATIONS OF THIS FACILITY. FURTHER, YOU CERTIFY AND ATTEST TO YOUR UNDERSTANDING OF AND AGREEMENT WITH OUR RESERVING THE RIGHT TO DENY ACCESS TO ANY INDIVIDUAL, PERMANENTLY OR FOR A SPECIFIED PERIOD OF TIME, FOR BREACH OF CONTRACT OF RULES AND REGULATIONS OR FOR CONDUCT VIEWED TO BE UNSAFE OR INAPPROPRIATE. BE ADVISED, WE TEACH SKILLS FOR THE PURPOSES OF SAFELY EXPERIENCING AND ENJOYING OUR FACILITY. INDOOR AND OUTDOOR CLIMBING, WHILE SIMILAR, ARE COMPLETELY DIFFERENT ENTITIES. OBTAIN THE INSTRUCTION OF A QUALIFIED PROFESSIONAL BEFORE HEADING OUTDOORS.

BELAYERS

- Must be at least 14 years old (exceptions by management only)
- Must have passed our belay check or course and be documented as such in our computer system
- You may not teach belaying in our facility (instruction can be provided only by authorized staff)
- No self belays of any kind (ATC or otherwise)
- Belay directly off of belay loop using an ATC type device (mechanical devices by mgmt approval only)
- Must anchor yourself in, remain standing, stay alert, be ready to catch a fall and your brake hand may not open
- Must keep two hands closed on the brake end of the rope when holding or lowering a climber

CLIMBERS

- We encourage the use of a helmet at all times (helmets are readily available and provided free of charge)
- No barefoot or sock footed climbing
- Harnesses must fit securely above hips and be doubled back at all buckles with at least 2 in tail
- Tie in with Fig 8 follow through and fisherman's backup only (no bowlines or other methods)
- Tie in must be properly secured directly to leg loops and waist belt of harness (do not tie into your belay loop!)
- Stay on route! No traversing and pendulum swinging
- Communicate with your belayer before you begin climbing!

BOULDERERS

- 14 years and up may be independent although we recommend the use of one or two spotters
- Under 14 years must be physically spotted by an adult (adult must be standing directly behind child)
- Roped climbers have the right of way
- Do not boulder under / over active climber
- Go no higher than 5 feet off ground in roped climbing areas

PARTICIPANTS

- Must have a signed release form on file prior to engaging
- Food or beverages (including candy & gum) are not permitted in ANY climbing area
- Do not use profanity, smoking, drugs, alcohol or other intoxicants in our facility
- No hanging horseplay, throwing of anything, hanging from or climbing on building structures
- Always inspect the facilities and any equipment, gear or apparel (rented, borrowed or owned) prior to use
- Know your climbing partner and their abilities (ask if you are unsure)
- Your safety is your responsibility; when in doubt... ask a member of our staff
- Report any accidents / injuries / unsafe conditions or practices to facility staff immediately

*** YOU ARE REQUIRED TO USE FORMAL CHECKS AND COMMANDS EVERY TIME ***

Participant Name: _____ **Age:** _____ **Date of Birth:** ___/___/___

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Home Phone: (____) _____ **Alternate Phone:** (____) _____

Emergency Contact Name: _____ **Relationship:** _____ **Phone:** (____) _____

Do you have any medical conditions for which you previously / currently receive treatment/take medication?

Yes / No ... If Yes, please explain _____

E-mail: _____

Participant's/Child's Signature _____

Parent's/Guardian's signature _____