

MetroRock PARTICIPANT AGREEMENT (40 Parker St, Newburyport, MA 01950 / 978-499-7625 / www.MetroRock.com)
PLEASE READ CAREFULLY. YOU MUST COMPLETE AND SIGN THIS FORM BEFORE PARTICIPATING!

WARNING: You and MetroRock (also referred to herein as "Company") acknowledge that there are significant elements of risk in any adventure, sport, or activity associated with a "rock gym," climbing wall, bouldering area, autobelay equipment, challenge course, slack line, yoga, parkour, and incidental weight and fitness training regimens and equipment (referred to herein as "Activity"). You acknowledge that this Activity has substantial risks. Climbing is inherently dangerous. Certain risks cannot be eliminated without destroying the unique character of the Activity. **The same elements that contribute to the unique character of the Activity can be causes of loss or damage to your equipment, or accidental injury, illness, or even permanent trauma or death.** The intention is not to frighten you or reduce your enthusiasm for this Activity, but it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGMENT OF RISKS: I/We (the participant/s) acknowledge that the following describes some, but not all of the risks associated with Activity: 1) Slips, falls and painful crashes into walls, structure, equipment, holds, rocks, or other obstacles; 2) Slips, falls, and crashes associated with crossing, descending, climbing, or down climbing; 3) Injury due to equipment failure; 4) My/Our physical strength, coordination, sense of balance, and ability to follow or give directions, including while climbing, belaying, lifting, or spotting; 5) Fatigue, chill and/or dizziness, which may diminish my/our reaction time, and increase the risk of accident; and 6) My/Our own actions or omissions and the actions or omissions of other participants. I/We understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. I/We should consult with my/our physician or have a physical examination before engaging in Activity, especially if I/we are elderly, pregnant, unaccustomed to physical exertion, have physical limitations or a history of high blood pressure, heart problems, or other chronic illness.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the Activity which I, and any minor children for which I am responsible, will engage in, I/we confirm that I am (we are) physically and mentally capable of participating in the Activity and/or using equipment. I/We participate willingly and voluntarily and I/we understand that the Company cannot guarantee that any facility or equipment is free of risk. I/We also assume responsibility for damage to or loss of my/our personal property, and in no event shall the Company's liability with respect to personal property exceed the lesser of the actual value or \$100.00. I/We also assume risk for accidents or injuries caused by my/our own negligence or errors whether or not such negligence is comparative or contributory. I am (we are) aware of the meaning of the terms "Unroped Climbing" (aka "Bouldering"), "Top Rope Climbing," and "Lead Climbing" and understand the differences between the activities. I/We accept that lead climbing is the most dangerous due to the hazard to both leader and follower. **I/We agree to be "checked out" on climbing and belaying skills prior to participation, and that I/we have read, understand, and will follow all MetroRock General Policies and Climbing Policies.** I/We acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that wearing a UIAA approved helmet may help assist in the prevention of head and/or neck injuries. I/We understand that the sport of indoor rock climbing is not the same as the sport of outdoor rock climbing, that outdoor rock climbing requires additional skills and instruction that I/we cannot obtain by indoor rock climbing, and that no amount of experience and instruction in indoor rock climbing will provide me/us with the skills or instruction necessary for outdoor rock climbing. I/We assume the risk(s) of any and all personal injury, accidents and/or illness, including, but not limited to, sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia); head, neck, and/or spinal injuries; heat exhaustion and/or heat stroke; shock, paralysis, and/or death that are not caused directly and solely by the negligence or willful misconduct of the Company or its employees, agents, or affiliates. I/We agree to use care in the use of the Company's facilities, equipment, and services and to protect against accidents by other parties.

PARTICIPATION: I/We recognize that the Company may find it necessary to terminate an Activity due to forces of nature, medical necessities, or problems in the group or any member of the group; and/or refuse or terminate the participation of any person the Company determines in its sole discretion to be incapable of meeting the rigors or requirements of participating in the Activity. I/We accept the Company's right to take such actions in the Company's discretion. I/We acknowledge that no guarantees have been made with respect to climbing objectives.

AUTHORIZATION: I/We hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the Activity. I/We either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. For valuable consideration, including digital copies upon request, I/We irrevocably consent to and authorize the use and reproduction by the Company, or anyone authorized by the Company, of any and all photographs and images which have been taken of me/us, for any purpose whatsoever, without further compensation to me/us.

GOVERNING LAW AND JURISDICTION; PREVAILING PARTY; DURATION: This Participant Agreement shall be governed in all respects by the substantive laws of the state in which the cause of action arises, without regard for conflict of law principles of such state. I/We hereby irrevocably submit to personal jurisdiction in any action brought in any court, federal or state having subject matter jurisdiction arising under this Participant Agreement within Essex County, Massachusetts, and I/We hereby waive, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any action. I/We hereby waive the right to a trial by jury. In the event that I/we commence an action against the Company or any of its affiliates and fail to obtain judgment or receive partial judgment, I/We shall be liable to the Company for all costs and expenses the Company or its affiliates incurred in the defense of the action or any claims on which I/We did not prevail, including attorneys' fees. This Participant Agreement supersedes all prior participant agreements, contracts, and understandings, whether oral or written, between me/us and the Company. It shall not expire and shall continue in full force and effect unless superseded, modified, or terminated in a written agreement signed by me/us and acknowledged by the Company.

I/we certify that I/we have read and understand each section of the foregoing Participant Agreement, and understand, acknowledge, and agree to all of the language therein.

Today's Date: ___/___/___ Participant's Name (printed) _____ Date of Birth: ___/___/___

Street Address: _____ City: _____ State: ___ Zip: _____

Phone: _____ E-mail: _____

Emergency Contact Name: _____ Relationship: _____ Phone: _____

Participant's Signature (if 18 or older) : _____

If the Participant is under 18, the Parent or Legal Guardian must sign: _____