

**AGREEMENT TO RELEASE OF LIABILITY AND ASSUME RISKS AS A CONDITION TO USE OF FACILITY**

The undersigned individual (and/or the individual's minor child) desires to use the Climbing Gym operated by The Delaware Rock Gym, Inc. (hereinafter "The Delaware Rock Gym") located at 520 Carson Dr. Bear, DE 19701 (the "Facility"). In consideration for The Delaware Rock Gym permitting me (and/or the individual's minor child) to use the Facility, I have agreed to execute this Agreement to Release of Liability and Assume Risks as a Condition to the Use of Facility (the "Release"). I acknowledge that using the Facility operated by The Delaware Rock Gym, and participation in climbing sports in particular, involves certain inherent risks, including (without limitation) the risk of death, serious personal injury and damage and/or loss to personal property. I agree to assume all such risks, as well as any other risks involved in using the Facility. I also agree to release and discharge The Delaware Rock Gym and all of its directors, officers, employees, agents, representatives, assignees and successors in interest, as well as all other persons or entities that may own, operate, manage or otherwise exercise control over the Facility, including (but not limited to) Eastern States Development Company, Bearflex V, LLC, Stoltz Reality Company, Carrier Rental Systems, as well as any and all other persons or entities that might have any liability whatsoever to the undersigned (collectively, 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 or The Delaware Rock Gym to the fullest extent permitted by law. 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 product liability in connection with equipment used at the Facility and/or the negligence of the Released Parties. I further agree to indemnify, hold harmless and defend The Delaware Rock Gym and each of the other Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Delaware Rock Gym or any of the other Released Parties caused by my using the Facility or any other activity sponsored by or involving The Delaware Rock Gym. I hereby acknowledge that a digital copy or photocopy of this Release or a digitally captured signature authorizing this Release will carry the same force and effect of an original Release.

The undersigned agrees that laws of the State of Delaware shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in any State or Federal court located in New Castle County, Delaware. The undersigned further agrees that, in the event any provision of this Release is found to be, by a court or other legal authority of competent jurisdiction, to be invalid or otherwise unenforceable, that the remaining provisions shall remain to be valid and enforceable to the fullest extent permitted by law. I hereby voluntarily waive any right that I may have to a trial by jury in any action, proceeding or litigation involving any Released Parties.

I understand that wearing a helmet while climbing at the Facility is highly recommended as a means to reduce the risk of death and/or serious injury. If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result of not wearing a helmet. The undersigned acknowledges that the Released Parties make no warranty with respect to the equipment or other products furnished at the Facility, whether expressed or implied, including, but not limited to an implied warranty of merchantability or fitness for a particular purpose. I understand that, from time to time, The Delaware Rock Gym may post or otherwise promulgate rules and regulations concerning the use of the Facility (the "Rules"). I acknowledge that these Rules exist for my safety and enjoyment as well as the safety and enjoyment of others while using the Facility. I hereby agree to obey and abide by all such Rules. In any event, I assume all risks associated with failure to comply with the Rules. Any failure to comply with the Rules will be at my own peril. I understand that I should consult a doctor before beginning any strenuous exercise or physical activity.

I understand that The Delaware Rock Gym reserves the right to use any image, photograph, audio recording or other likeness taken at the Facility or in connection with any activity involving The Delaware Rock Gym including, but not limited to, those taken during an indoor course, a birthday party, a group event, or during a climbing exhibition or competition, to be used by The Delaware Rock Gym at its discretion. By executing this Release, the undersigned hereby consents to The Delaware Rock Gym's use of such images, audio recordings or other likenesses without compensation.

**THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.**  
**\*PLEASE PRINT ALL OF THE REQUIRED INFORMATION LEGIBLY**

ID# (DRG Use)  
  
First Name (DRG Use)

\_\_\_\_\_  
 Today's Date      First Name      M.I.      Last Name      Date of Birth

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City      State      Zip Code

\_\_\_\_\_  
 Home Telephone Number      Secondary Telephone Number

\_\_\_\_\_  
 Signature of Participant      Email address

How you heard about The Delaware Rock Gym:

- The DRG Website       Advertisement       Television / Radio Broadcast       News Article  
 Other websites       Family / Friend       Other: \_\_\_\_\_

**TO BE COMPLETED AND SIGNED BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR**

I represent that I am the parent or court appointed legal guardian of the above individual and hereby consent to the individual using the Facility and participating in other activities sponsored by The Delaware Rock Gym. In consideration for The Delaware Rock Gym allowing the above individual to use the Facility and participate in the other activities, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend The Delaware Rock Gym and all other Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Delaware Rock Gym or the other Released Parties caused by the above individual using the Facility or participating in any other activity involving The Delaware Rock Gym, even if I misrepresent and/or fraudulently claim myself to be the parent or court appointed legal guardian of the above individual. I attest that as the parent or court appointed legal guardian of the above individual I have reviewed the risks, dangers and rules with said individual and they voluntarily choose to participate.

**THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.**  
**\*PLEASE PRINT ALL OF THE REQUIRED INFORMATION LEGIBLY**

Last Name (DRG Use - Do not write)

\_\_\_\_\_  
 Date      Printed name of Parent or Court-Appointed Legal Guardian      Signature of Parent or Court-Appointed Legal Guardian

\_\_\_\_\_  
 Relation to Participant      Home Telephone Number      Secondary Telephone Number

**THE DELAWARE ROCK GYM USE ONLY - DO NOT WRITE**

\_\_\_\_\_  
 Date      Employee Name

## The Delaware Rock Gym's Rules

- Climbing is inherently dangerous and participants assume all risks of climbing. All participants involved in any climbing-related activity at The Delaware Rock Gym (D.R.G.) must sign the D.R.G. release of liability form.
- All participants must check in at the front desk upon arriving at the D.R.G.
- Participants under the age of 14 must be supervised by an accompanying adult 18 years or older.
- Participants assume all risks in the use of personal climbing equipment. Closed-toe shoes are required.
- Participants may not climb or grab onto any building components, including structural components of the climbing wall, or other fixtures that are not intended for climbing.
- Please communicate your climbing intentions to surrounding participants and observers.
- Remove rings and jewelry and tie back long hair before climbing.
- Bouldering is dangerous. It is the participant's responsibility to position landing pads as needed, to be spotted, and to be comfortable landing and/or falling. Bouldering is permitted in areas set up for roped climbing; however, participants may not climb higher than 3 feet above the floor and must yield to climbers using the ropes.
- Participants are to double-check each other's climbing equipment setup before beginning every roped climb.
- To top rope belay at the D.R.G. participants must pass the D.R.G. Tie In and Belay Test. Those participants who do not pass the Test must wait a minimum of 24 hours before re-taking the Test. Participants who have not passed the Test are permitted to climb with other participants that have passed the Tie In and Belay Test, but they are not permitted to belay or tie knots.
- Successful completion of the D.R.G. Lead Belay and Lead Climb Test is required in order to Lead Belay or Lead Climb at the D.R.G. Lead climbers may not skip clips. Top rope climbing from lead anchors is not allowed.
- All participants engaged in the act of belaying must stand while belaying.
- Floor anchors are available for participants to use at their discretion.
- All persons within the D.R.G. are expected to conduct themselves in a safe, responsible, and respectful manner. The D.R.G. will revoke belay privileges for unsafe behavior or practices and/or eject anyone from the facility that is behaving in an unsafe or disorderly manner.
- Running, gymnastics, wrestling, or other roughhousing is not permitted or tolerated in the D.R.G.
- No food, beverages, water bottles, wet shoes, or unattended personal items are allowed on the padded climbing area.
- All persons within the D.R.G. must obey, follow, and heed all posted rules, regulations, notices and warnings.
- Please consult a D.R.G. Staff member with any questions regarding gym use.

### **THE DELAWARE ROCK GYM USE ONLY- DO NOT WRITE**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Passed T.R. Belay by Test  | <input type="checkbox"/> Passed Lead Belay by Test  | <input type="checkbox"/> Passed Lead Climb by Test  |
| <input type="checkbox"/> Passed T.R. Belay by Class | <input type="checkbox"/> Passed Lead Belay by Class | <input type="checkbox"/> Passed Lead Climb by Class |