

VISITOR AGREEMENT

(Including assumption of risks and agreements of release and Indemnity)

Please read this document carefully. It must be signed by all adult (eighteen years and older) participants in the activities of the Summit Climbing Gym (the "gym" or "gyms"), owned and operated by Climbing Solutions, LLC, a Texas Limited Liability Company. "Participants" as used in this agreement refers to persons engaged in the activities of the gym, observing or assisting the activities or otherwise in the climbing or other activity area. If the participant is a minor, 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 law, on behalf of the minor participant.

In consideration of the activities offered by the gym I, an adult participant, or parent of a minor participant (for myself and on behalf of that minor participant), acknowledge and agree as follows:

Activities and Risks

Activities of the gym include artificial wall climbing on fixed and portable walls (including top roping, lead climbing and speed climbing), bouldering, and fitness training and classes and instruction in these activities. Visitors are free to move about the gym and portable wall sites which include a variety of fairs, parks and similar environments. Participants share the responsibility for managing the risks of the activities, supervised or not, and must follow all gym policies and Rules (see below). Participants must pay attention to the state of any ropes, anchors and other equipment used by them and advise staff of any damage caused or observed. Climbers, and parents of climbers who are minors are **responsible for the climber being clipped into any rope or auto belay before climbing**. Except by special arrangement, gym staff has no responsibility to assist, supervise or even observe the proper attachment of climbers to harnesses, whatever the manner of belay. 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. I represent that that I have read the posted Rules, and agree that I, or the child, will abide by these rules and any specific request of or instruction of staff. If I am a parent of a participating minor, I have explained these responsibilities and the Rules set out below to my minor child or ward.

Risks of the gym activities include, among others, the following: (1) failure and or misuse of the facilities, climbing walls, holds, harnesses, auto belays and exercise, fitness and other equipment; (2) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including climbing walls, ropes, flooring and other surfaces; (3) a participant's exceeding his or her capabilities, or having a condition, physical or mental, which causes him or her to be as danger to themselves or others; (4) carelessness and misjudgements, including negligence, of participants and gym staff, including by improperly belaying and otherwise failing to follow proper procedures, instructions and operating policies; and (5) injuries associated with the portable wall and the variety of sites at which such a wall may be erected. May need more here, re risks of the portable wall. These and other risks are inherent in the activities of the gym; that is, without them, the activity would lose its value and appeal and vigorous participation would be discouraged. These and other risks can result in losses to participants, including property damage, bodily injury, permanent disability, paralysis, and even death.

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, inherent or not, and whether or not described above, of being a participant (as defined above) in gym activities, including the use of its equipment and facilities, or otherwise being on the premises of the gym or other activity site. If I am the Parent of a minor participant, I have discussed the activities, responsibilities, Rules and risks with the minor child who understands and accepts them.

Release and Indemnity

I, an adult participant or parent (parent agreeing for himself or herself and , to the maximum extent allowed by law, on behalf of a minor child or ward who is a participant), hereby agree to release and discharge Climbing Solutions, LLC (dba Summit Climbing Gym) and its owners, officers, directors, employees and volunteers ("Released Parties") from all claims, liabilities and losses asserted by or on behalf of me or the minor participant in any way arising from or connected with my, or the minor's, participation in an activity of the gym, the use of its equipment and facilities, or otherwise being on the premises of the gym or other activity sites. I understand that in signing this document, I surrender my, and the child's, right to make a claim or file a lawsuit against a Released Party for personal injury, property damage, wrongful death, products liability or any other theory, to the maximum extent allowed by law.

I further agree to hold harmless and indemnify (that is, defend and pay or reimburse) the gym and the other Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from 1) a claim brought by a co-participant, rescuer or any other person for loss or damage caused by my, or the minor participant's, acts or omissions; and 2) a claim brought by any member of my or my minor child's family in any way arising out of my or the minor's enrollment or participation in an activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites.

These agreements of release and indemnity include loss, damage or expense claimed to have been caused in whole or in part by the negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.

Additional Provisions

I, an adult participant or Parent, acknowledge and agree to the following additional provisions:

Medical: The gyms do not have medical personnel or treatment available to visitors. I hereby authorize and grant permission to the gym to secure emergency medical treatment for myself or, if my minor child or ward is the participant, for the child. Neither I nor he child has any emotional or physical condition which would cause me, him or her to be a danger to ourselves or to others. I have insurance sufficient to cover medical costs that may be incurred, and in any event I agree to be responsible for such costs.

Media Release: I consent to the reproduction and use by the gym of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes. I release the gym and other Released Parties from for any violation of any personal and/or proprietary right I or the child may have in connection with such representation or use.

Dispute Resolution: I, for myself and for the child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor child and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State Texas. Any mediation or suit shall take place only in that state, and in Dallas County, Texas.

This agreement will apply to my, or the child's, participation in activities of the gym until and including January, 2018, unless earlier replaced or cancelled in writing.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my minor child or ward who is a participant, and my, or the child's, family, heirs, executors, administrators and representatives. I agree that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect. In deciding to be a participant, for myself and for the minor child, I have relied on no written or oral representations, statements or inducements other than those in this agreement.

I accept the gym, facilities, equipment and portable wall and its sites "as is". In deciding to become a participant in the activities of the gym, I have not relied on any assurances of safety or other representations of any kind, by a representative of the gym.

Rules

For myself and for the minor child I agree to the following Rules:

WARNING: Climbing has inherent and other risks which can result in injury, paralysis, or even death. When you or the minors in your care participate in any activity at Summit, you voluntarily assume all risk associated with climbing and related activities.

- No bouldering if under the age of 18 or are not a member.
- No one under 14 years of age may belay.
- No one under the age of 18 may use the fitness equipment.
- Parents or chaperones must be supervising their children at all times. No unsupervised drop-offs at any time.
- No jumping off structures.
- No running, rough-housing, horseplay or acrobatics.
- No yelling.
- No climbing while under the influence of drugs or alcohol.
- No food or drink on padding.
- Shirts must be worn at all times.
- Close toed shoes must be worn at all times while climbing. No barefoot climbing.
- Never stand, sit, or lie down beneath the walls where someone could fall on you. Be careful when walking under walls. Be vigilant, and watch for climbers.
- Never climb above, below, or near another climber.
- Do not top out any boulder problems.
- Beware of hazards, any sort of object on the ground can result in injury if fallen on. Move them before you climb.
- Beware of any route setting, or construction work, and steer clear of it.
- Everyone must have a completed waiver on file. Everyone under the age of 18 must have that waiver signed by a parent or other legal guardian.
- If you notice any problems or concern with any equipment, immediately notify the staff.
- Everyone must check-in at the front desk before using the facility. If you do not, you will be asked to leave.
- Before beginning any sort of fitness regimen, check with your physician, particularly if you have had any sort of heart problems or other medical conditions that prevent you from being active. We do not have a medic on staff to help. If you are injured, you must seek your own medical treatment.

Participant Name		Date of Birth	
Phone Number		Email Address	
Address	City	State	Zip Code
Emergency Contact Name		Emergency Contact Phone Number	
Signature of Participant		Date	

To be read and signed by parent/guardian* of a minor:

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent to the terms and provisions set forth in this Release.

Name of Parent/Guardian	
Signature of Parent/Guardian	Date

*Note: Guardianship must be established through Texas courts and documentation must be provided. Medical power of attorney will not be sufficient.