

# Assumption of Risk, Release, and Indemnity Agreement

**Assumption of Risk:** I understand that the Activities<sup>1</sup> in which I (or my child) will engage in cooperation with the Long Lines Climbing Facility<sup>2</sup> (the Facility) involve inherent and other risks. **I understand and recognize that the Activities I am engaging in at the Facility are designed and intended to be authentic experiences and are not controlled or managed in a manner that eliminates risk associated with those experiences.** Some of those risks are described on the back side of this Agreement and are incorporated by reference. I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I am solely responsible for determining my (or my child's) suitability to participate in the Activities. I do have (or my child has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Activities. **I understand that these Activities are not rides or amusement devices with guaranteed or controlled outcomes but are extreme sports which are not in my or others' control.** I further understand and agree that the Facility shall have no duty to warn me of or to remedy any natural or manmade risks, dangers, or hazards. I (or my child) share(s) responsibility for my (his/her/their) safety and will follow instructions, make reasonable decisions, and act responsibly. The Facility cannot ensure my (or my child's) safety and does not seek to eliminate all of the risks of the activities because they contribute to the authenticity of the experience and are inherent to the very nature of the Activities. I choose to voluntarily participate (or allow my child to participate) and observe the Activities despite all risks. **I assume all inherent and other risks and accept responsibility for any property damage and loss and for any personal injury, illness, disability, emotional distress, and death that I (or my child) may suffer, whether described in this document or not.**

In consideration for the Facility providing services/facilities and allowing me (or my child) to participate/observe in the Activities, I agree to the following:

**Waiver and Release:** **I, (and on behalf of my child) agree to forever release and discharge the Facility from and agree not to sue the Facility for any and all liability or claims I (or my child) may have for any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my (or my child's) participation in the Activities or use of any equipment or facilities.** This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes personal injury and property losses alleged to be caused by the negligence of the Facility to the fullest extent permitted by law.

**Indemnity:** **I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorney's fees) and hold the Facility harmless from all claims, causes of action, liability, losses, or damages for any property damage, loss or theft, personal injury, disability, death, or other loss brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or any other person arising from or relating to my (or my child's) use of the property, facilities, and/or participation in the Activities, including claims that the Facility was negligent.**

**Acknowledgement of Policies and Photo Waiver:** I acknowledge reading and understanding the Facility Rules and Regulations relating to the Activities, and usage of equipment and services of the Facility, and agree to comply with and abide by those Rules & Regulations. The Facility may take and use photographs, video, film, and other images of me (or my child) participating in or observing the Activities. I waive any right of privacy, publicity, compensation, copyright, or other rights to those images, and I consent to the Facility using those images for any purpose.

**Additional Provisions:** I agree that the substantive laws of North Carolina (but not any law that would apply the laws of another state) govern this Agreement and any dispute I have (or my child has) with the Facility and consent to jurisdiction in Mecklenburg County, North Carolina. Any mediation, suit, or proceeding will be entered into only in Mecklenburg County, North Carolina. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions.

By signing below, I have read this Agreement and the information contained throughout the document, I understand its contents, and I sign it voluntarily. **I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify the Facility for any claims arising from my (or my child's) participation in the Activities.** I understand that this Agreement has **no expiration date** and remains in effect at all times that I am (or my child is) observing or participating in the Activities and will be binding on me, my family members, heirs, assigns, executors, representatives, and estate.

Date of Visit   -   -

\_\_\_\_\_  
Guest's Signature

Guest's First Name

Guest's Last Name

Date of Birth   -   -

Zip Code      Phone #    -    -    Male  Female

E-mail

**Parent or Legal Guardian (if guest is under 18 years of age)**

I hereby warrant that I have legal authority to act on my child's behalf and agree to the above terms and conditions for myself and my child. If I am signing for a guest that is not my child, I agree to indemnify the Facility as provided in the Indemnity provision above for all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child's participation in or observation of the Activities.

\_\_\_\_\_  
Name of Parent/Guardian of guest if Minor

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Date

## Risks

I recognize that I remain solely responsible for my safety at all times. The Facility is not a controlled environment and the activities in which I may engage are extremely dangerous and the Facility attempts to maintain authentic climbing, and yoga experiences which results in risks normally associated with those experiences. The following is a partial list of the risks associated with the Activities at the Facility. This list does not include all risks but serves to provide examples and promote an understanding of the risks.

### **The Facility Does Not Provide Medical Services.**

#### **Some or all of the Activities at the Facility expose guests to risk of:**

- Death
- Head trauma and facial injuries
- Fractures, dislocations, sprains, strains, burns and other soft tissue injuries
- Complications, illness and injuries associated with physical exertion
- Contusions, lacerations, abrasions, and various forms of blunt force trauma
- Impacts with other individuals or participants and/or their equipment
- Perils and hazards arising from other guests and staff including potential misjudgment by staff or guests
- Perils and hazards arising from equipment failure or malfunction as well as the use or transfer of equipment
- Loss of personal property
- Falls from heights and obstacles
- Trauma resulting from high speeds and sudden stops
- Trauma resulting from being fully supported in a harness for an extended period
- Colliding with the ground, and other objects as well as tripping over obstacles and uneven surfaces
- Situations where guests will be involved in providing safety support for each other

### Facility Rules and Regulations

- All visitors must check in at the front desk and read and sign the Assumption of Risk and Rules and Regulations
- All participants who will not be staff-assisted are required to attend a Long Lines Safety Orientation prior to participating in Activities for the first time.
- Observe all posted signs and warnings as well as obey all instructions provided by the Facility staff.
- All guests must use all equipment in the manner directed by the Facility.
- All participants must use commercially manufactured climbing equipment in good condition. Any equipment brought into Long Lines Climbing shall be used at the sole and exclusive risk of the owner of such equipment.
- Do not engage any element or aspect of the Activities without the supervision or permission of the Facility.
- Do not participate in any kind of Activity while under the influence of intoxicating substances.
- Children must be supervised by a parent or guardian at all times.
- Persons that have physical limitations, are suffering any illness, or are pregnant should not engage in the Activities unless they have consulted their physicians.
- Report loose holds, bad wear spots on ropes or any other perceived safety hazards to staff.
- No food or drinks are allowed on the mats in the climbing area.
- Participants must be at least 13 years old to belay, tie themselves in, or clip in/out of auto belays.

<sup>1</sup> Activities are defined as anything 1) associated with, 2) directed by, 3) offered by and/or 4) occurring at or near the Long Lines Climbing Facility including, without limitation, climbing, bouldering summer or other camp programs, utilizing harnessed or unharnessed activities, yoga or other physical activities. Activities also include, usage of the pathways, parking lots, stairs, buildings, tents, and all other facilities and the grounds as well as spectating, walking, competitions, special events and festivals.

<sup>2</sup> Long Lines Climbing Facility means Whitewater Sioux City, LLC, the City of Sioux City Iowa and any of their, owners, managers, directors, officers, employees, agents, and lessors.