

RELEASE, WAIVER, AND ASSUMPTION OF RISK

This Release, Waiver and Assumption of Risk ("Agreement") is entered into by and between Northern Arizona Rockclimbing Facility dba Vertical Relief Climbing Center and Flagstaff Climbing, its agents, owners, officers, volunteers, employees, sponsors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NARF") and

(*Print Participant Name*) _____, on behalf of himself/herself and his/her, heirs, assigns, spouse, personal representative and children (hereinafter collectively referred to a "Participant").

NOTE: YOU ARE GIVING UP A VERY SUBSTANTIAL RIGHT AND ARE, THEREFORE, ADVISED TO READ THIS RELEASE AND WAIVER VERY CAREFULLY BECAUSE THIS IS CLEARLY INTENDED TO BARGAIN AWAY YOUR RIGHT TO HOLD NARF RESPONSIBLE FOR ITS NEGLIGENCE.

NARF owns and operates a rock climbing facility and provides rock-climbing instruction and guiding services and Participant desires to use the rock-climbing facility and/or be instructed or guided by NARF in rock-climbing. The use of NARF's facility, equipment, and/or its instruction, guiding or any related services are collectively referred to as "Climbing." In consideration of NARF's instruction, guiding and/or the Participant's use of the rock-climbing facility and the mutual covenants and conditions herein, the parties agree as follows:

(*Initial*) 1. Participant acknowledges that Climbing entails known and unknown risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity. Such risks include without limitation, physical and/or emotional injury, paralysis, death, illness, or damage to Participant, third parties or property; slips and falls; being struck by falling objects; forces of nature (such as lightning, rain, hail, storms, and flooding etc.); insect and/or snake bites; hypothermia; falling off the wall, against the wall, to the ground, or on other climbers; loose and/or damaged holds; equipment failure; abrasions from the walls, ropes, or pads; belay and/or belayer failure; climbing out of control or beyond ones personal limits; musculoskeletal injuries; head injuries; dehydration; dismemberment; and/or damage to property (collectively "Risks").

(*Initial*) 2. Participant agrees to exercise all necessary and appropriate care for his/her safety and the safety of others; acknowledges and agrees that participation in Climbing is purely voluntary and without reliance upon any statement or representation by NARF and elects to participate in spite of the Risks; and expressly assumes and accepts such Risks.

(*Initial*) 3. Participant hereby voluntarily releases, forever discharges, and agrees to hold harmless and indemnify NARF, and all other entities from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with Climbing and Participant's participation in this activity, including but not limited to the negligent acts or omissions of NARF or third parties, for any and all injury, death, illness, damage to property or any other Risk. I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN CLIMBING, OR RELATED ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST NARF EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE.

(*Initial*) 4. Participant certifies that he/she is in sufficiently good health for Climbing and agrees to personally satisfy himself /herself as to the safety of the trails, terrain, walls, and all other equipment and facilities and their acceptability for Climbing and will cease Climbing and notify NARF immediately if Participant becomes aware of any unsafe condition.

(*Initial*) 5. Participant certifies that he/she has sufficient health, accident, and liability insurance to cover any bodily injury or property damage Participant may incur while participating in Climbing and to cover bodily injury or property damage caused to a third party as a result of his/her participation in this activity. Participant certifies that if he/she has no such insurance that he/she is capable of personally paying for any and all such expenses or liability.

(*Initial*) 6. Participant acknowledges that touching may be necessary as part of the instruction and consents to the same.

(*Initial*) 7. If a court of competent jurisdiction makes a final determination that any term or provision of this Agreement is invalid or unenforceable, all other terms and provisions shall remain in full force and effect. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal there from, it is agreed that the prevailing party shall be entitled to reasonable attorneys = fees and costs. This Agreement shall be binding upon the parties, their successors, assigns, heirs and/or personal representatives.

My signature below indicates that I have read and understand this Agreement; have entered into it voluntarily and intelligently; agree to be bound by its terms; and if the parent of a Minor, sign on behalf of myself and my child.

PARTICIPANT'S SIGNATURE

PARENT'S SIGNATURE

DATE

PARTICIPANT'S DATE OF BIRTH

(if Participant is a Minor)