

PARTICIPATION AGREEMENT

(Including Assumption of Risk, Unconditional Release and Waiver of Liability)

Please read this document carefully and in its entirety. It is a binding agreement that contains important information including provisions that might limit your legal rights. To the extent that you are unclear about the meaning or effect of this language, please seek appropriate consultation. It must be signed by all adult (eighteen years and older) participants in the amusements and activities offered by Central Rock identified below (“**Central Rock**”). If the participant is a minor, at least one parent or legal guardian (parent and guardian being referred to in this document as “parent”) must sign, as evidence of his/her agreement to the terms and conditions of this Participation Agreement (this “Agreement”), for themselves and on behalf of the minor participant. “Participants” as used in this Agreement refers to persons engaged in the activities, non-staff members observing or assisting the activities, and persons otherwise on the premises of any Central Rock facility or other activity site whose agreement to the terms of this Agreement is required by management of Central Rock.

Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address			
City	State	Postal	Country
Home Phone	Work Phone		Cell Phone
Email Address			
Emergency Contact		Emergency Phone	

In consideration of being allowed to voluntarily participate in the amusements and activities offered by the Central Rock facilities I, for myself as an adult Participant, or as a parent or guardian on behalf of a minor Participant, ACKNOWLEDGE and AGREE as follows:

This Agreement is between Participant (or a parent or guardian on behalf of a minor), and all entities or companies that own or operate facilities and climbing activities under the “Central Rock” name, at any of their locations, including, but not limited to, outdoor climbing sites on public land. No facility is responsible for the acts or omissions of or at another facility, and disputes, if any, must be resolved only with the facility at which, or on whose remote climbing event, an alleged loss or injury occurs.

Activities and Risks

This Agreement applies to all activities and amusements offered by the Central Rock facilities including, but not limited to: rock climbing, at the facilities and at remote outdoor locations, including bouldering (some of which is top out bouldering), top roping, lead climbing, auto belay and speed climbing; transportation to remote climbing sites and walking (including street crossings to the facilities, or to nearby second locations of certain of the facilities); slack lining; dry tooling; rope climbing; rappelling; use of fitness and climbing training equipment; use of weights; climbing classes; training and development classes of various types; all group activities in the facilities including but not limited to games, instructions, drills, practices, and other activities for recreation, fun, and/or climbing-related development..

As a Participant, I understand that I must follow all facility policies, rules, and regulations at all times. I acknowledge that the facility staff is, and has been, available, to answer any questions about the nature and physical demands of the activities and their associated risks. If I am a parent or guardian of a participating minor, I have explained these responsibilities to my minor child or ward.



PARTICIPANT INITIALS: [_____]

Rock climbing and other activities at Central Rock facilities can be dangerous and involve the inherent risk of serious injury or death even if all Participants and Central Rock personnel exercise due care, and no equipment fails or is misused. Participants have the responsibility for managing the risks of the activities, supervised or not, including not participating in an activity for which they feel they are not qualified, or which includes harmful conditions.

Certain specific **inherent risks** of the facility activities include, but are not limited to: (1) misuse of the climbing walls, equipment or facilities; (2) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including climbing walls, volumes, holds, ropes, equipment (including dropped equipment during route setting or otherwise), flooring and other surfaces; (3) failure of the facilities, climbing walls, holds, harnesses, auto belays and exercise, fitness and other equipment; (4) mental or physical health problems of Participants and others; (5) transmission of infectious disease, whether related to the novel coronavirus SARS-CoV-2, (which causes the disease COVID-19) or other pandemics, epidemics, disease outbreaks, public health emergencies or otherwise; (6) lack of training and conditioning; (7) carelessness, inattention and misjudgments, including negligence, of Participants and gym staff, by improperly

belaying, improperly tying in to the harness, improperly using or attaching to an auto belay and otherwise failing to follow proper procedures, instructions and operating policies; (8) injuries associated with activities in and about the outdoors, including hiking over sometimes uneven terrain, falling timber and rocks, harmful plants and animals and the forces of nature; (9) camping activities, including the use of cooking stoves and moving about the campsite; (10) accidents and illnesses, including allergic reactions, occurring in remote places where emergency medical care may be significantly delayed; and (11) accidents while being transported to remote sites or walking to nearby facility sites. **Two important points bear emphasis:**

1. ***Participant is fully responsible for his/her own expertise.*** While the facility offers orientation and training for all types of indoor climbing, Participants bear the responsibility for duly seeking out and completing the appropriate initial orientation and training courses before engaging in any such activities. Participants also agree to seek out and complete any retraining or refresher courses should they consider it necessary at any time.

2. ***Participant understands that floor padding cannot eliminate or even necessarily mitigate the risk of serious injury or death.*** Participant agrees that the installed bouldering and roped climbing floor padding and other protections may only partially mitigate and do not eliminate all risk of serious injury or death resulting from a fall. These and other risks are inherent to the activities of the facility and cannot entirely be disassociated from climbing, which can result in losses to Participant, including emotional damage, bodily injury, permanent disability, paralysis, and even death.

Assumption of Risks

If I am an adult Participant or parent of a minor Participant, I hereby acknowledge and assume, expressly and through this Agreement, the risks described above and their inherency, and that other risks, known and unknown, inherent and otherwise, may be encountered. I expressly accept and assume all the risks, known and unknown, inherent or not, and whether or not described above, of enrolment or participation in an amusement or activity of the facility, the use of its equipment and other items, or otherwise moving about the premises of the facility and remote sites and transportation to or walking to activity sites. If I am the parent of a minor Participant, I have discussed the activities, responsibilities and risks with the minor child who understands and accepts them, and I, to the fullest extent permitted by law, accept them on behalf of such minor child.

PARTICIPANT INITIALS: [_____]

Release

I, an adult Participant or parent (parent agreeing for himself or herself and on behalf of a minor child or ward who is a Participant), to the maximum extent allowed by law hereby agree to **release and discharge** each and every entity or company that owns and/or operates gyms and climbing centers under the "Central Rock" name and their respective owners, officers, employees, agents, representatives, successors and assigns (collectively, "Released Parties") from all claims, liabilities, damages 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, enrollment or participation in an activity of or related to the facility, the use of its equipment and other items, or otherwise moving about the premises of the facility and remote sites and transportation to or walking to activity sites. I understand that in signing this Agreement, I surrender my, and the child's, right to make a claim or file a lawsuit against any Released Parties for personal injury, property damage, wrongful death, products liability or under any other theory, to the maximum extent allowed by law. **This release specifically applies to claims of negligence directed at the any of the Released Parties.**

Indemnity

I further agree to hold harmless and indemnify (that is, defend and either pay or reimburse) the facility 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 or related to the facility, the use of its equipment and facilities, or otherwise moving about the premises of the facility 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.

PARTICIPANT INITIALS: [_____]

Additional Provisions

If I am an adult Participant or parent, I acknowledge and agree to the following additional provisions:

Medical: The facilities do not have medical personnel or treatment available to Participants or visitors. I hereby authorize and grant permission to the gym to secure emergency medical treatment for me or, if my minor child or ward is the Participant, for the child. Neither I nor the child has any emotional or physical condition which would cause me, him, or her to be a danger to ourselves or to others. I agree to be responsible for all medical expenses, damages, transportation fees, and other such healthcare-related costs. I, for myself and my child, agree (i) to any pre-entry medical testing that may be implemented before access to the facility, whether in connection with re-opening after the COVID-19 pandemic or otherwise, (ii) to the collection and retention by the facility of any personal data reasonably required by such testing and (iii) that the facility may share information with public health authorities (such as The Centers for Disease Control and Prevention or state or local health departments) in connection with any contagious disease infection tracking and tracing or similar exercise.

Media Release: I consent to the reproduction and use by the facility of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes in any and all media now existing or hereafter developed. I release the facility and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction 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 any Released Parties. 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. For said arbitration, the Federal Rules of Evidence shall apply, and the parties shall agree to a reasonable and appropriate discovery schedule. The parties shall select an arbitrator from the then-current roster of American Arbitration Association (“AAA”) arbitrators who are based in the state or commonwealth where the facility is located. If an agreement as to the arbitrator cannot be reached, the parties agree to use an arbitrator assigned by AAA. I agree that the interpretation of this Agreement and 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 Rhode Island, regardless of choice of law provisions. Any mediation or arbitration shall take place in the state or commonwealth, and in the county in which the facility is located or in the next nearest county in which a court of competent jurisdiction is located.

This Agreement, which consists of this and the previous pages, will apply to my, and the child’s (if applicable), participation in activities at all the facilities identified above, for the current and for all future visits, until canceled in writing by me or until it expires pursuant to the provisions of applicable law.

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 to the fullest extent of the law. I agree that the terms of this Agreement are to be as broad and inclusive as is permitted by applicable law and 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. To the extent that any provision of this Agreement is found or deemed to be invalid, unlawful, or unenforceable, the other provisions shall remain in full force and effect. In this regard, any invalid, unlawful, or unenforceable provision or language is severable without consequence to the remaining provisions and language.

This Agreement shall not be construed as an agreement as to price, fees, billing, long-term memberships, or any other type of contract that obligates either party with respect to financial arrangements. The costs and fees of participation will be addressed by separate policies and arrangements. Additionally, nothing herein shall render this Agreement to be a contract for health club services, whether defined by Mass. Gen. Laws Ch. 93, section 82, or any law, statute, or regulation of any jurisdiction. The purpose and intent of this Agreement is to address certain aspects of the relationship the Participant (and/or any minor Participants where relevant) has with the facility and all Released Parties. As the services, offerings, and equipment that a Participant might encounter in a facility relate primarily to climbing, to the extent (and only to the extent) that it is determined that any of the other services, offerings, or use of equipment cannot be associated with a waiver of liability, this Agreement will not pertain to any claims or liabilities arising out of those services, offerings, or use of equipment – all other provisions and language will remain in full force and effect. To the extent (and only to the extent) that it is determined that a waiver or release of a minor’s claim is not permitted by law, the Agreement will not pertain to any such claims or liabilities – all other provisions and language will remain in full force and effect.

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Agreement, including, without limitation, the Release and Indemnity section set forth above.

Signature of Participant

(18 years and older must sign)

Participant Name



Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Agreement, including, without limitation, the Release and Indemnity section set forth above.

Signature of Parent(s)

(or Legal Court Appointed Guardian)

Parent/Guardian Name

Date
