

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION FOR GO VERTICAL LLC OF PENNSYLVANIA

In consideration of my being allowed to use the Go Vertical LLC of Pennsylvania ("Go Vertical") Climbing Wall ("Climbing Wall"), Climbing School ("School") and related training facilities ("Facilities"), I the undersigned, hereby agree to and acknowledge the following:

1. ASSUMPTION OF RISK: I hereby acknowledge and accept and agree that the sport of rock climbing and the use of the Climbing Wall involve inherent risks. I received full information regarding the Climbing Wall and Go Vertical's facilities and had the opportunity to ask any questions that I wished. I have examined the Climbing Wall and have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Climbing Wall, including, but not limited to:

- a. All manner of injury resulting from my falling off or from the Climbing Wall and hitting the floor, wall faces, people or rope projections, whether permanently or temporarily in place;
- b. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall such as, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
- c. Injuries resulting from the actions or omissions of others, including but not limited to falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts or personal effects;
- d. Cuts and abrasions resulting from skin contact with the Climbing Wall or any other surface;
- e. Failure or misuse of ropes, slings, harnesses, climbing holds, anchor points, or any part of the Climbing Wall;
- f. Failure to follow Go Vertical employee instruction or failure to ask for information or assistance.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and related training facilities and I agree that such list in no way limits the extent or reach of this Assumption of Risk, Release and Indemnification. If I see or hear anything I feel is questionable or dangerous, it is my responsibility to ask or inform Go Vertical employees until corrected or satisfactorily answered.

2. RELEASE: In consideration of my use of the Climbing Wall and/or Go Vertical's facilities and/or participation in any program or competition offered by or held at Go Vertical's facilities, I hereby release and discharge Go Vertical, their owners, affiliates, agents and employees, and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including attorneys fees and disbursement) incurred by me or are in any way related to or arising out of the use or intended use of the Climbing Wall and/or Go Vertical facilities whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful death including any such claims which allege negligent acts or omissions of Go Vertical.

3. INDEMNIFICATION: I hereby agree to indemnify and hold harmless Go Vertical, their owners, members, affiliates, agents and employees, and their successors and assigns, from any and all causes of action, claims, demands, losses and costs of any nature whatever arising out of or in any way relating to my use of the Climbing Wall or Go Vertical's facilities, including any such claims which allege negligent acts or omissions of Go Vertical.

I understand and agree that Go Vertical and its personnel reserves the right to deny access to its facilities to any individual permanently, or for a specified period of time, for any breach of any of Go Vertical's policies, rules and regulations or for any conduct that is viewed as unsafe or inappropriate.

I expressly state that I have read, understand and am familiar with this document and all its provisions and that I have full knowledge of the nature and extent of the risks incident to and inherent in the sport of rock climbing and my use of the Facilities or participation with the School. I hereby voluntarily and knowingly assume those risks and I understand that I will be solely responsible for any injury, loss or damage, including death, which I sustain while using the Climbing Wall and/or Go Vertical's facilities and that by this agreement, I relieve Go Vertical from any and all liability for such injury, loss, damage or death.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This Assumption of Risk, Release and Indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. (If under the age of 18, this release must also be signed and filled out below by the parent of the Minor). In the event that I file a lawsuit against Go Vertical, I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Go Vertical on the basis of any claim from which I have released them herein.

Participant's Signature

Address

Participant's Name (Print Clearly)

City, State, Zip

Today's Date

Home Phone

Date of Birth

PARENT'S ADDITIONAL INDEMNIFICATION, TO BE READ AND SIGNED BY PARENT OF MINOR

In consideration of _____ (print minor's name) ("Minor") being permitted by Go Vertical to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Go Vertical from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor. I hereby state that I am the parent of the Minor named above. I am familiar with and consent and agree to the terms and provisions set forth in this Assumption of Risk, Release and Indemnification for Go Vertical.

Signature of Parent

Parent's Name (Print Clearly)

Today's Date