

Lititz recROC Safety Waiver (Adult Ages 18+)

ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNIFICATION THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

The undersigned ("Participant") desires to use the facilities, equipment or programs of Lititz recCenter, T/A Lititz recROC, 201 Rock Lititz Boulevard, Suite 10, Lititz PA 17543 ("Facility") and the ROCK Lititz Grass Trail. In consideration of the Lititz recCenter, T/A Lititz recROC permitting me to use the Facility, I hereby agree to be bound by the terms of this Assumption of Risks, Release of Liability and Indemnification and by the provisions of the Rules and Regulations of the Lititz recCenter, T/A Lititz recROC.

I hereby acknowledge, accept and agree that the sport of rock climbing, the use of the Lititz recCenter, T/A Lititz recROC climbing wall and other equipment/features and participation in activities, programs and trips offered by the Lititz recCenter, T/A Lititz recROC (collectively, "Programs") involve inherent and significant risks.

I am satisfied as to the information I have received regarding the Facilities and Programs and have had the opportunity to ask any questions that I wished and received thorough answers to my questions.

I have examined the Facilities Program information and am aware that there are significant risks associated with rock climbing, obstacles and the use of the Facilities and participation in Programs, including but not limited to:

- All manner of injury resulting from my falling off or from the Wall or climbing site or obstacle, hitting the floor or ground, wall faces and features, climbing holds, people or obstacle projections, whether permanently or temporarily in place;
- Any cuts and abrasions or other injuries resulting from activities on or near the Wall or the obstacle areas and training areas;
- Failure or misuse of climbing holds on any part of the Wall or climbing site and/or obstacles and training areas;
- Failure to follow the Lititz recCenter, T/A Lititz recROC posted rules and regulations, employee's instructions or failure to ask for information or assistance.

The risk of injury from the training, events and activities at the Lititz recCenter, T/A Lititz recROC is significant, including the potential for permanent paralysis and death, and while particular training, skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Facilities or Program participation and I agree that such list in no way limits the extent or reach of this Release.

If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform the Lititz recCenter, T/A Lititz recROC employees until corrected or satisfactorily answered.

I certify that I have no medical, physical or other conditions that could interfere with my activities and will follow or give directions while climbing or any other activity within the Lititz recCenter, T/A Lititz recROC.

I have read, understand and agree to comply with the Lititz recCenter, T/A Lititz recROC rules and regulations.

I understand that indoor rock climbing is not the same as outdoor climbing and that additional skills and training are necessary for outdoor climbing that cannot be acquired indoors. I agree to seek qualified instruction before attempting to climb outdoors. If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result of not wearing a helmet.

The Lititz recCenter, T/A Lititz recROC reserves the right to use any photograph or video taken at the Lititz recCenter, T/A Lititz recROC or in the course of Programs for promotional materials, brochures, and/or website, whether in the course of open climbing, during a lesson, birthday party, private group or otherwise. The Lititz recCenter, T/A Lititz recROC retains exclusive rights of such photographs and videos.

I also agree to release and discharge the Lititz recCenter, T/A Lititz recROC and all of their respective officers, directors, shareholders, members, partners, employees, agents and representatives, as well as all other persons, corporations, or other entities that might have any liability to me (the "Released Parties") and ROCK Lititz for use on the Grass Trail, from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or otherwise involving the Facilities or Programs.

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This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of any Released Parties.

I further agree to indemnify, hold harmless, and defend the Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by a Released Party as a result of my using the Facilities or participating in any activity sponsored by or involving the Lititz recCenter, T/A Lititz recROC.

The laws of the State of Pennsylvania shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any Released Party shall be brought solely in the Pennsylvania courts of competent jurisdiction. I hereby voluntarily waive any right I may have to a trial by jury in any action, proceeding, or litigation involving any released part.

TO BE SIGNED By PARTICIPANT/MEMBER/GUEST