

THE VALLEY ROCK GYM, LLC:
Waiver, Release of Liability and Assumption of Risk
PLEASE READ THIS DOCUMENT CAREFULLY

I understand that participation in the activities and services provided by The Valley Rock Gym, LLC ("Valley Rock Gym"), both rock climbing and nonclimbing related, involve certain risks that cannot be eliminated due to the nature of the activity and that these risks may be causes of injury, illness, permanent disability, trauma, or death. Such risks include, but are not limited to, equipment failure of any kind, falling climbers landing on padded or unpadded surfaces, being injured by falling objects or participants, physical injury as a result of engaging in physical activity, the contraction of communicable illnesses including but not limited to COVID-19, movement of climbing holds, and negligence of spotters and other participants who may, or may not, behave properly. I recognize that the foregoing list of risks are examples of risks that I am assuming and that I am also assuming risks not specifically listed. **I UNDERSTAND THE RISKS INVOLVED WITH ROCK CLIMBING AND RELATED ACTIVITIES AT VALLEY ROCK GYM AND EXPRESSLY AGREE THAT I AM ENGAGING IN ANY AND ALL ACTIVITIES WITH VALLEY ROCK GYM, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND AFFILIATED ENTITIES AT MY OWN RISK.**

If an emergency should arise requiring Emergency Medical Services to evaluate my injury or illness while at Valley Rock Gym's facilities (the "facilities"), I agree to pay my own medical, emergency, and transportation expenses, regardless of whether I have authorized such expenses. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while at the Facilities or, if I do not have such adequate insurance coverage, I agree to bear the costs of any injury or damage I may cause to suffer while participating in any activities at the Facilities.

I have been encouraged to consult with my doctor before participating in rock climbing activities and I am physically able to participate safely in such activities.

ON BEHALF OF MYSELF, MY HEIRS, AND ASSIGNS I FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE VALLEY ROCK GYM, ITS OWNER OR AGENTS, FOR ANY AND ALL CLAIMS ARISING FROM MY PARTICIPATION IN ANY CLIMBING OR NONCLIMBING ACTIVITIES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BODILY INJURY, MEDICAL EXPENSES, PROPERTY DAMAGE, OR WRONGFUL DEATH, WHETHER BASED ON NEGLIGENCE OR ANY OTHER LEGAL THEORY. I AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND VALLEY ROCK GYM FOR ANY AND ALL LOSS, DAMAGE, LIABILITY, CLAIMS AND EXPENSES, INCLUDING COSTS AND ATTORNEYS'S FEES INCURRED AS A RESULT OF ME USING VALLEY ROCK GYM'S SERVICES AND FACILITIES.

I agree that the validity and enforceability of this Waiver, Release of Liability and Assumption of Risk will be governed by Oregon law. I further agree to abide by the rules of Valley Rock gym, including all of its terms and conditions. If any portion of this Waiver, Release of Liability and Assumption of Risk is deemed invalid, then the remaining provisions shall be construed as if the invalid provisions had never been contained in this document. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

If the participant is a minor and this agreement is signed by a parent or legal guardian, I as the parent or legal guardian, understand that it is my responsibility to review all safety information provided by Valley Rock Gym, as well as its terms and conditions, and communicate the information to my child. I understand that I have a duty to supervise my child at all times while using the Facilities.

I permit the use of my likeness and the disclosure of my name and general residence location. I expressly acknowledge and agree that Valley Rock Gym, its affiliates, successors and assigns reserve the right

to use my photograph, video recording, audio recording, or any other media taken at the Facilities. I irrevocably permit, authorize and grant Valley Rock Gym the right to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works of, sell, rent, license, otherwise use, and permit others to use, my name, image, likeness, voice and appearance, and any and all materials created by or on behalf of Valley Rock Gym that incorporate any of the foregoing in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, including but not limited to advertising, promotional materials, website and social media use, public relations, publicity, and promotion of Valley Rock Gym without further compensation to, or consent or permission from me.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND FULLY UNDERSTAND THAT IT RELEASES VALLEY ROCK GYM FROM LIABILITY. I UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS AND I AGREE TO BE BOUND BY THE TERMS HEREIN.

Check Appropriate Line:

_____ I am at least 18 years old, have read the above Waiver, Release of Liability and Assumption of Risk, and understand and agree to its terms.

_____ I am the parent or legal guardian of a minor participating in activities with The Valley Rock Gym, LLC, have read and understand the above Waiver, Release of Liability and Assumption of Risk, and agree to its terms on behalf of the minor.

Signature of Participant or Parent/Guardian (if under 18)

Date

Printed name of Participant

Printed Name of Parent/Guardian (if under 18)

Personal Information:

Birthdate of Participant

Birthdate of Parent/Guardian (if under 18)

Email

Phone Number

Emergency Contact

Name

Phone Number

Relationship