



Sheer Fun

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT.

What you are about to read and are requested to sign is a waiver and release of liability. Upon signing it, you will give up your right to sue Sheer Fun or anyone associated with Sheer Fun for injuries or losses you suffer while using Sheer Fun facilities or while participating in activities at Sheer Fun facilities, including but not limited to facilities at 2413 Commerce Street, #17, Marble Falls, Texas.

Please take your time and read this agreement very carefully. When you are certain that you understand the importance of each paragraph, sign your initials in the space provided. Sign the document only after you have read and understand everything. If you have any questions about the agreement, consult your attorney. Thank you for your attention to this matter.

YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES AT SHEER FUN WITHOUT THE SIGNED WAIVER.

I UNDERSTAND THAT SIGNING THIS DOCUMENT WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS FROM SUING SHEER FUN, ITS OWNERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR GUESTS FOR ANY INJURIES, INCLUDING DEATH AND PARALYSIS, OR DAMAGES THAT I MIGHT RECEIVE WHILE PARTICIPATING IN ANY ACTIVITIES WITH SHEER FUN OR AT SHEER FUN FACILITIES.

_____ (Initial here when read and understood)

1. ASSUMPTION OF ALL RISK.

I understand that rock climbing is dangerous. I understand that there is a significant risk of serious physical injury, including paralysis and death and other damages inherent in indoor and outdoor climbing, bouldering and physical fitness training activities (including but not limited to movement training, weight-lifting and cross-training) and in my (or my Minor's) use of Sheer Fun facilities and instruction relating to these activities. These risks and hazards can include, but are not limited to, injuries arising from falling and striking objects or other people, being struck by falling objects or people; failure of any part or all of the climbing structures, flooring systems, building or training and fitness apparatus; defective, worn, uneven, separated or additional flooring or pads; hazards created by additional pads; falling and failing to land on a pad; failure and/or breakage of climbing holds; failure of climbing hold anchoring systems and hardware; failure of anchoring systems, anchors and belay devices used to secure climbing anchors and ropes; falling because of improper use of safety equipment; strained or sprained muscles, joints and connective tissue; broken bones; personal injury, including paralysis, death, illness, property damage, and other losses. Injury or death can arise from

errors in judgment, from lack of training or information, from the negligence of me (or the Minor), Sheer Fun and its employees or agents or other parties, as well as the risks normally associated with athletic endeavors. I understand that such serious risks of harm and death cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that my (or the Minor's) use of Sheer Fun facilities and any instruction or knowledge I (or the Minor) obtain(s) at those facilities IS NOT sufficient to prepare me (or the Minor) for the dangers and risks of indoor and outdoor climbing. I CERTIFY THAT I (OR THE MINOR) UNDERSTAND(S) CLIMBING, BOULDERING, AND PHYSICAL FITNESS TRAINING ACTIVITIES EXPOSE ME (OR THE MINOR) TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME AND ACCEPT ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY (OR MINOR'S) PARTICIPATION IN INDOOR OR OUTDOOR ROCK-CLIMBING ACTIVITIES AND THE USE OF SHEER FUN FACILITIES OR EQUIPMENT.

_____ (Initial here when read and understood)

2. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK OF INFECTIOUS DISEASE.

I understand and have familiarized myself with the dangers of COVID-19 and understand that participating in activities at this facility may subject me to exposure to and infection by COVID-19 or other infectious disease. I have read and agree to comply with all rules and recommendation of Sheer Fun facilities and applicable local, state and federal health authorities with respect to COVID-19 or other infectious disease. I acknowledge and understand that such rules may be inadequate to protect me from the risk of transmission of disease by or to others. I understand that state, federal and local guidelines rapidly change, and the rules and recommendations of Sheer Fun facilities therefore may not reflect the most recent health guidance. Notwithstanding the risks associated with COVID-19 or other infectious disease, including without limitation the risk of illness or death, which I readily acknowledge, I hereby willing choose to participate in activities at this facility, AND I ACKNOWLEDGE AND FULLY ASSUME THE RISK OF ILLNESS OR DEATH TO MYSELF OR OTHER RELATED TO COVID-19 OR OTHER INFECTIOUS DISEASE ARISING FROM MY PRESENCE AT SHEER FUN AND/OR PARTICIPATION IN ACTIVITIES AT SHEER FUN.

_____ (Initial here when read and understood)

3. WAIVER OF LIABILITY AND INDEMNIFICATION.

In consideration of, and as partial payment for, the rights to use Sheer Fun's facilities, I RELEASE SHEER FUN AND ITS REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, MEMBERS, AGENTS, CONTRACTORS, GUESTS, AND ALL OTHERS ASSOCIATED OR AFFILIATED WITH SHEER FUN (COLLECTIVELY THE "RELEASED PARTIES") FROM ALL CLAIMS AND LIABILITIES OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, CLAIMS OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES THAT MAY ARISE FROM MY (OR THE MINOR'S) PARTICIPATION IN ROCK-CLIMBING ACTIVITIES OR USE OF SHEER FUN FACILITIES OR EQUIPMENT. I EXPRESSLY AGREE NOT TO SUE THE RELEASED PARTIES AND HEREBY WAIVE ALL CLAIMS AND LIABILITIES AGAINST THE RELEASED PARTIES INCLUDING, WITHOUT LIMITATION, CLAIMS FOR NEGLIGENCE ON THE PART OF THE RELEASED PARTIES

ARISING FROM MY (OR THE MINOR'S) PARTICIPATION IN ROCK CLIMBING ACTIVITIES OR USE OF SHEER FUN FACILITIES OR EQUIPMENT, FURTHERMORE, I EXPRESSLY AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE RELEASED PARTIES FROM ALL CLAIMS AND LIABILITIES INCLUDING, WITHOUT LIMITATION, CLAIMS FOR NEGLIGENCE ON THE PART OF THE RELEASED PARTIES ARISING FROM MY (OR THE MINOR'S) PARTICIPATION IN ROCK CLIMBING ACTIVITIES OR USE OF SHEER FUN FACILITIES OR EQUIPMENT. I EXPRESSLY ACKNOWLEDGE THAT IN SIGNING THIS AGREEMENT, I AGREE TO DEFEND AND INDEMNIFY THE RELEASED PARTIES FROM ALL CLAIMS AND LIABILITIES ARISING FROM ALL ACTS OR OMISSIONS, INCLUDING THOSE OF THE RELEASED PARTIES' OWN NEGLIGENCE, THAT THE MINOR, IF APPLICABLE, EVER HAD OR MAY HAVE ARISING FROM THE MINOR'S PARTICIPATION IN ROCK CLIMBING ACTIVITIES OR USE OF SHEER FUN FACILITIES OR EQUIPMENT.

_____ (Initial here when read and understood)

4. I AGREE TO ABIDE BY ALL SHEER FUN RULES.

I certify that by signing this Agreement, I have read and abide by all Sheer Fun rules contained in written or video form as well as verbal directions that may be given by Sheer Fun staff or employees. I MAY NOT USE SHEER FUN FACILITIES IF I AM UNDER THE INFLUENCE OF ALCOHOL OR OTHER DRUGS.

_____ (Initial here when read and understood)

5. I AM PHYSICALLY QUALIFIED TO PARTICIPATE.

I certify that (and the Minor, if applicable) have no physical limitations or medical conditions that would impair my (or their) ability to fully and safely use Sheer Fun facilities. I agree to inform Sheer Fun of any conditions that may have any effect on my (or their) ability to fully and safely use Sheer Fun facilities, so that a determination can be made as to the proper course of action.

_____ (Initial here when read and understood)

6. BINDING AGREEMENT.

The parties to this Agreement intend the Agreement to be binding, to the fullest extent of the law, on all parties signing below, a Minor visitor, if applicable, and all their respective successors, heirs, executors, administrators, and family.

_____ (Initial here when read and understood)

7. OTHER PROVISIONS.

- This Agreement constitutes the complete and sole agreement between me and Sheer Fun. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding. INDIVIDUAL SHEER FUN OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, MEMBERS, AND AGENTS HAVE NO

AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING. This Agreement covers my (or the Minor's) use of Sheer Fun facilities as well as my (or the Minor's) participation in all Sheer Fun activities and all associated events.

- THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS AGREEMENT, VENUE FOR ANY ACTION SHALL BE IN BURNET COUNTY, TEXAS.
- If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the Agreement or its application to other persons or circumstances is not affected.
- This Agreement governs visits to Sheer Fun's facility on the date on which it is signed and thereafter until it is withdrawn by written notice to Sheer Fun or is replaced by a subsequent agreement.

_____ (Initial here when read and understood)

Even if you are not climbing, you still must have a complete waiver.

Signature: _____

Name Printed: _____

Date: _____

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Agreement.

Parent/Responsible Adult Signature: _____

Name Printed: _____

Minor Name Printed: _____

Relationship: _____ Date: _____