



## Rock Climbing Participant Agreement (Including Acknowledgement of Risks and Agreements of Release and Indemnity)

This document contains important information about Rock Climbing at NROCKS Outdoor Adventures and the properties on which it is located. It may affect the legal rights of participants in Rock Climbing and their families. It must be read, understood and signed by all Climbers 18 years of age or older. If a Climber is a minor (under 18 years of age) his or her parent or legal guardian (referred to herein as "Parent") must sign for himself or herself and on the behalf of the minor child. Participants under the age of 15 must be accompanied by a responsible adult (18 years or older).

In consideration of being allowed to participate in Rock Climbing and to move about the adjoining properties, the undersigned adult Participant or Parent if applicable, acknowledge and agree as follows:

### Rock Climbing

Participant understands that Rock Climbing – a sport of climbing sheer rocky surfaces utilizing specialized equipment, has significant and inherent risks. Climbers will be exposed to potential falls of over 200 feet. The NROCKS Outdoor Adventures Climbing experience is designed for use by persons of at least average mobility, strength, physical ability, emotional stability, and in good health. Climber must carefully consider health issues-physical and emotional, including the use of prescription or non-prescription medications before choosing to participate, and inform NROCKS staff, in writing, prior to the beginning of the experience, of any issue which might affect his or her performance on the routes. Climber, not NROCKS staff, has the responsibility of determining his or her level of fitness and other qualifications, physical and emotional, to participate in the Climbing experience. Climber agrees that he or she will not use, and will not be under the influence of any recreational drug or alcohol while climbing the route.

Climber understands that he or she must be attentive to instructions and warnings posted at the registration area and provided by NROCKS staff during the hiking and climbing portions of the experience. Failure of Climber to abide by all rules, guidelines and instructions of the Climbing staff may, at the sole discretion of the staff, result in the dismissal of Climber from the Climbing route without refund of any fee or other expense paid.

### Risks

Rock Climbing will expose Participant to the unpredictable forces of nature, including but not limited to, changing weather conditions, high winds, lightning and hail. Participant may come in contact with plants and insects that create hazards, including allergic reactions, and a variety of wild animals including but not limited to, deer, snakes, bear, bobcat, and skunks. Participant acknowledges that all manner of injuries may result from falling or swinging from rock faces and hitting ledges, projections, vegetation or the ground. Injuries may result from rope abrasion or entanglement during Rock Climbing activities including but not limited to climbing, belaying, rappelling, lowering on a rope, rescue systems and any other rope technique. Injuries may result from falling participants or dropped items including but not limited to ropes or climbing hardware. Damage, injuries or death may also be the result of the carelessness or negligence of spectators or other participants including belayers. Participant understands that the properties on which the Rock Climbing is located includes hilly, rocky, uneven and wooded terrain, cliffs, ravines, and creek beds. The Rock Climbing experience occurs in a remote location where radio and telephone communication is unpredictable and medical care and evacuation may be significantly delayed. Participant acknowledges that these risks are inherent in the Rock Climbing experience; that is, they cannot be eliminated without destroying the unique character of the experience. These and other risks may result in injuries and illnesses, including pinches, scrapes, twists bruises, sprains, lacerations, fractures and other physical and emotional trauma, and in extreme circumstances even death.

**Assumption of Risks.** I, adult Participant or Parent of a minor Participant, have read and understand the information above, and have viewed images and received additional information at the registration counter and/or on the web site of NROCKS Outdoor Adventures ([www.NROCKS.com](http://www.NROCKS.com)).

I understand that the above description of the risks of Rock Climbing is not complete and that these and other, including unknown or unanticipated, risks, inherent and otherwise, may result in loss of property, injury or death. If I am a Parent of a minor Participant I have discussed the activities and their risks and possible outcomes with my child, and he or she wishes to participate nevertheless.

**I expressly and voluntarily agree to accept and assume all of the risks of enrollment and participation in Rock Climbing and related activities, whether or not described above and inherent or otherwise.**

**Release.** I, adult Participant, or Parent of a minor Participant (Parent, for myself and, to the fullest extent allowed by law, on behalf of my minor child), hereby voluntarily release Wild West Virginia Outdoor Adventures LLC, doing business as NROCKS Outdoor Adventures, and Fun & Dreams West LLC, and their respective owners, members, officers, directors and staff ("Released Parties") from any and all claims, demands or causes of action, which are in any way related to my, or the minor child's, enrollment

or participation in Rock Climbing and related activities, including the use of equipment, structures, vehicles, and premises. This release includes claims of negligence of a Released Party and, to the fullest extent allowed by the laws of West Virginia, claims of gross negligence, recklessness and intentional acts of a Released Party.

**Indemnity.** I, adult Participant or Parent of a minor Participant agree further to indemnify (that is defend and protect, and pay or reimburse) the Released Parties and each of them from any claim, by whomever it might be brought, including other Participants and members of my, or the minor child's, family, arising from my, or the child's enrollment or participation in Rock Climbing, including the use of vehicles and surrounding premises and structures. This indemnity includes losses suffered by me, or the child, and losses caused by my, or the child's, conduct. This indemnity includes claims of negligence of a Released Party and to the fullest extent allowed by the laws of West Virginia, claims of gross negligence, recklessness and intentional acts of a Released Party. Should a Released Party or anyone acting on his or her behalf incur attorney's fees and costs to enforce this agreement or otherwise defend a claim, I agree to indemnify and hold them harmless for and pay or reimburse all such fees and costs to the extent such a claim is withdrawn or relief is not granted on the claim by a court of competent jurisdiction.

**Other.** I, adult Participant or Parent of a minor Participant, further agree:

- a. I have adequate insurance to cover any injury or damage I, or the minor Participant, may cause or suffer while participating in Rock Climbing or moving about the premises.
- b. In the event that I, the child or anyone on my or the child's behalf files a lawsuit against a Released Party, I agree that the venue of any such suit shall be Pendleton County, West Virginia. I further agree that the substantive laws of West Virginia shall apply in the action without regard to the conflict of law rules of that state.
- c. I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms. I intend it to be binding on me, members of my family, my heirs and estate.
- d. I hereby authorize Wild West Virginia Outdoor Adventures LLC to utilize any photo/video or any other media containing images/sounds of myself, or of my child, for promotional or other purposes, without compensation.
- e. If any part of this document is deemed unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect.

**Medical Information.** I, Participant (if an adult), or Parent of a minor Participant understand that participating in Rock Climbing is a strenuous activity. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, diabetes, asthma, allergies, seizure disorders, pregnancy, arthritis, tendonitis and other joint and muscular-skeletal problems, recent surgery and other medical issues – physical and emotional (such as fear of heights) – will increase the inherent risks of the experience and cause Participant to be a danger to himself or herself and to others. It is with this understanding that I have listed below my, or the minor Participant’s, medical conditions pertinent to Rock Climbing.

If Participant is a female, I acknowledge that participating in Rock Climbing is not recommended for women who are pregnant and that I am not, or the minor Participant is not, pregnant at this time.

**Participant, adult or minor, is taking the following medications: (If none, indicate none)**

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**Participant, adult or minor, has the following medical conditions which might affect his or her participation in the rock climbing activity: (If none, indicate none)**

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I have truthfully completed the medical and special needs information called for above. NROCKS Outdoor Adventures staff is authorized to provide or obtain emergency medical care for me, or my child, and to exchange pertinent medical information with a third party medical care giver.

Participant’s Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_

Adult Participant’s Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

In case of emergency contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Relation to Participant: \_\_\_\_\_

Participant’s Age (if under 18): \_\_\_\_\_ Participant’s Birth date (if under 18): \_\_\_\_\_

**If Participant is less than 18 years of age, Parent must also sign.**

Minor’s Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (printed): \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_