



Via Ferrata Climber Agreement

(Including Acknowledgement of Risks and Agreements of Release and Indemnity)

This document contains important information about the Via Ferrata at NROCKS Outdoor Adventures (referred to herein as "NROCKS") and the properties on which it is located. It may affect the legal rights of climbers of the Via Ferrata and their families. It must be read, understood and signed by all Climbers 18 years 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 behalf of the minor child.

In consideration of being allowed to climb the Via Ferrata and to move about its premises, the undersigned adult Climber and Parent, if applicable, acknowledge and agree as follows:

The Via Ferrata

The Via Ferrata is a hiking and rock climbing route with permanently fixed rungs, cables, and other climbing aids to assist in movement over the vertical rock faces. The Via Ferrata utilizes steel climbing rungs on steeper sections to decrease the difficulty of the climb. The climb is steep and arduous with approximately 900 feet of elevation gain/loss over the approximately three mile hike/climb. The hiking and climbing surfaces are loose, slippery and unstable and will require Climber to use his or her hands in order to maintain balance. At times, Climber is exposed to a potential fall of over 200 feet. The Via Ferrata includes one suspension bridge that has open spaces between the support boards and is 200 feet long and 150 feet above the ground. Climber is required to attach, un-attach and re-attach himself or herself to an accompanying cable or steel rungs by means of a double, or "Y", lanyard, allowing Climber to remain attached by one leg of the lanyard while re-attaching, by means of the other leg, to a new location on the cable/rungs. The Via Ferrata requires Climber to be alert and demonstrate careful judgment and strict attention to remaining attached to the cables/rungs at all times.

The Via Ferrata 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 Via Ferrata staff, in writing, prior to the beginning of the experience, of any issue which might affect his or her performance on the route. Climber – not Via Ferrata staff – has the responsibility of determining his or her level of fitness and other qualifications, physical and emotional, to participate in the Via Ferrata 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 Via Ferrata.

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

Risks The risks of the Via Ferrata and hiking to and from the climbing site, include, among others, rockfall (including rocks dislodged by other climbers), slips, falls, and jolts at the end of a lanyard, causing abrupt contact with the rock face, climbing aids or other climbers. Climbing gear may fail, be misfitted or misused. Climbing aids, however permanently affixed they may appear, may fail. Climber is responsible for his or her own safety and if Climber has doubts about his or her ability to manage the risks of the adventure he or she must not climb. Via Ferrata staff cannot, and must not be expected to, be responsible for the actions of Climber. Staff members and participants may make mistakes of judgment and conduct. Climbing the Via Ferrata and hiking to and from it will expose Climber to the unpredictable forces of nature, including, but not limited to, changing weather conditions, high winds, lightning and hail. Climber 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. The Via Ferrata experience occurs in a remote location where radio and telephone communication is unpredictable and medical care and evacuation may be significantly delayed. These risks are inherent in the Via Ferrata 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 Climber or Parent of a minor Climber, 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 the Via Ferrata, (www.NROCKS.com)

I understand that the above description of risks of the Via Ferrata is not complete and that these and other, including unknown or unanticipated, risks, inherent and otherwise, may result in loss or property, injury or death. If I am a Parent of a minor Climber 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 the Via Ferrata experience and related activities, and moving about the premises of the experience, whether or not described above and inherent or otherwise.

Release. I, adult Climber or Parent of a minor Climber (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 the Via Ferrata experience, including the tour, and the use of Via Ferrata equipment, vehicles, structures, and adjoining 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 aggravated forms of negligence, and other careless or wrongful conduct of a Released Party.

Indemnity. I, adult Climber or Parent of a minor Climber, 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 the minor child, other participants and members of my, or the minor child’s, family, arising from my, or the child’s enrollment or participation in the Via Ferrata experience, including the tour, and the use of Via Ferrata premises, equipment, vehicles and structures. This indemnity includes losses suffered by me, or the child, and losses caused by me or the child. This indemnity includes claims of negligence of a Released Party and to the fullest extent allowed by the laws of West Virginia, claims of aggravated forms of negligence, and other careless or wrongful conduct 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 Climber or Parent of a minor Climber, further agree:

- a. I have adequate insurance to cover any injury or damage I, or the minor Climber, may cause or suffer while participating in the activities at the Via Ferrata 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, adult Climber or Parent of a minor Climber, understand that participating in the Via Ferrata experience 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 Climber 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 Climber’s, medical conditions pertinent to the Via Ferrata experience.

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

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

Climber, adult or minor, has the following medical conditions which might affect his or her participation in the Via Ferrata climb: (If none, indicate none)

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: _____