TERMS OF USE AND WAIVER AND RELEASE OF CLAIMS AGREEMENT

PLEASE PRINT CLEARLY

MetroRock
69 Norman Street, Unit 9
Everett, MA 02149
www.metrorock.com

Today's Date_____

Name of user(s)_____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ E-mail _____

Emergency Contact Name_____ Relationship _____ Phone _____

We do not sell or give away customer information.

MetroRock Policies

MetroRock reserves the right to add or change MetroRock policies from time to time. Any such addition or change to these policies will be posted in the lobby of MetroRock. Climbers and others using MetroRock are required to inform themselves of new rules or rule changes.

General Policies:

- All customers MUST check in at the front desk, or for outdoor activities at the designated registration area.
- All customers must sign a Waiver and Release of Claims Agreement. Minors younger than 18 years must have their waiver signed by a parent or legal guardian.
- Parents are responsible for the behavior of their children while at MetroRock.
- Memberships, punchcards, and day passes are non-transferable.
- MetroRock is not responsible for lost, damaged, or stolen property while in or on the premises, parking lots , other areas within the vicinity of MetroRock, or at any outdoor facilities.
- No hard sole shoes or beverages (except water) are allowed on the padded carpet.
- Please pickup after yourself. Help to keep the MetroRock clean for yourself and others.
- No smoking, drugs or alcohol are allowed in MetroRock, or at MetroRock events.

Climbing Policies:

- MetroRock staff have the right to revoke climbing privileges either temporarily or permanently for unsafe or inappropriate behavior, which shall be determined by MetroRock staff in their sole and absolute discretion.
- Boulders may only "topout" on bouldering structures where designated.
- All belayers and toprope climbers must pass a belay test administered by MetroRock staff.
- Climbers must tie in using the rewoven figure eight knot with a double fisherman's backup knot.
- Belayers must belay from their harness and not from a fixed anchor point.
- Allowable belay devices include "ATC-style" devices and Gri-Gri's.
- No sitting or lying down while belaying.
- No one under the age of 14 is allowed to belay unless permission is granted by MetroRock management.
- In addition to the belay test, all lead climbers and belayers of lead climbers must pass a lead test administered by MetroRock staff.
- Lead climbers must provide their own UIAA approved rope (minimum 9.5mm) which must pass an inspection by MetroRock staff.
- Under no circumstances shall lead climbers skip a quickdraw in an attempt to "run it out" to the next quickdraw.
- In order to provide a visual safety verification all roped climbers and belayers must display their membership badges while climbing.
- No loose chalk.
- Route setting shall be performed only by those authorized by MetroRock.

I have read and understand the above rules _____(Initial)

AGREEMENT (1) FOR ACKNOWLEDGMENT OF RISK (2) FOR WAIVER, DISCLAIMER AND RELEASE OF LIABILITY (3) NOT TO SUE & (4) FOR INDEMNITY

I, on behalf of myself (or if signing on behalf of a child or children, on behalf of such child or children) and on behalf of my (or my minor's) heirs, personal representatives, spouse, next of kin, successors and assigns, hereby understand, acknowledge, and voluntarily agree with MetroRock, its shareholders, members, owners, officers, directors, employees, agents, contractors, insurers and/or landlords, and each of their respective successors and assigns (hereinafter collectively the "GYM") as follows:

CLIMBING IS AN INHERENTLY HAZARDOUS AND DANGEROUS ACTIVITY AND INVOLVES BOTH INHERENT AND EXTRINSIC, AND BOTH NATURAL AND ARTIFICIAL RISKS THAT MAY RESULT IN ALL MANNER OF HARM, LOSS, DAMAGE, PROPERTY DAMAGE, SERIOUS PERSONAL INJURIES, OR DEATH TO ME AND/OR OTHERS FROM, FOR EXAMPLE, (a) FALLS FROM THE CLIMBING SURFACE ONTO THE FLOOR, ROCK SURFACE, PROJECTIONS OR OTHER OBJECTS, (b) FALLING ONTO OTHERS PRESENT, (c) CLIMBERS OR OTHER OBJECTS (SUCH AS ROPES, HOLDS OR HARDWARE) FALLING ONTO ME, (d) IMPROPER USE, INSTALLATION OR MAINTENANCE OF GEAR, EQUIPMENT AND/OR APPARATUSES, (e) GEAR AND EQUIPMENT DEFECTS OR MALFUNCTION, (f) FAILURE TO FOLLOW PROPER CLIMBING AND/OR BELAY PROCEDURES, (g) IMPROPER OR INSUFFICIENT TRAINING, SUPERVISION AND/OR INSTRUCTION, (h) ROPE ABRASION AND/OR ENTANGLEMENT, (i) CUTS AND ABRASIONS RESULTING FROM SKIN CONTACT WITH THE CLIMBING WALL, AND (j) FAILURE OF ROPES, SLINGS, BOLTS, CHAINS, CLIMBING HARDWARE, ANCHOR POINTS, OR ANY PART OF THE CLIMBING WALL STRUCTURE. I fully and completely acknowledge that the above list and descriptions are not all of the risks associated with use of and presence in the GYM, and that the above list in no way limits the extent or scope of this Agreement.
_____ **(Initial)**

My presence in or on any GYM facilities or premises, and my use of GYM facilities, premises, and equipment is entirely voluntarily and with a complete and full understanding that any and all such usage, including, but not limited to climbing, is entirely voluntary and with a complete and full understanding that any and all such usage involves all manner of hazards and dangers. I ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO ME OR OTHERS RESULTING FROM, ARISING OUT OF, OR ANY WAY IN RELATION TO MY USE OF OR PRESENCE IN THE GYM'S FACILITIES, GEAR, EQUIPMENT, CLIMBING WALLS AND APPARATUSES. _____ **(Initial)**

I have an obligation and responsibility to myself, as well as to other users of the GYM to conduct myself in a safe manner. I will not use the GYM while under the influence of drugs or alcohol or while suffering from or experiencing any other condition that might impair me. _____ **(Initial)**

I am responsible for checking, ensuring and maintaining the safety and safe operating condition of any and all equipment, gear, or apparel (including, but not limited to, anchors, ropes, carabiners, belay devices, harnesses and/or shoes) that I may utilize while present in or using the GYM regardless of where or from whom I may have obtained such equipment, gear, or apparel. I use and accept those items "as is" and use them at MY OWN RISK. _____ **(Initial)**

The GYM shall have no responsibility for lost, damaged or stolen property while in or on the premises, or parking lots or in other areas within the vicinity of the GYM. _____ **(Initial)**

I HEREBY **WAIVE, RELEASE, AND DISCHARGE** FOREVER, THE GYM FROM **ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER**, FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURIES OR DEATH, DUE TO ANY NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CAUSE (INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE GYM, OR ITS EMPLOYEES, CONTRACTORS OR AGENTS, OR OTHERWISE) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN OR USE OF THE GYM. _____ **(Initial)**

I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GYM FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY OR JUDGMENT RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN AND/OR USE OF THE GYM, ITS FACILITIES, GEAR, EQUIPMENT, OR APPARATUSES. _____ **(Initial)**

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AND ANY OF MY CHILDREN WHO I AM SIGNING FOR SHALL HAVE (a) NO CLAIMS WHATSOEVER AGAINST, (b) HAVE NO RIGHT TO SUE, AND (c) HAVE NO RIGHT TO RECOVER ANY DAMAGES OR OTHER COMPENSATION FROM THE GYM. _____ **(Initial)**

I understand and agree that all provisions of this Waiver and Release apply to all activities of the GYM, including but not limited to indoor climbing, indoor and outdoor camps, and day trips.
_____ **(Initial)**

If any term or provision hereof is invalid, illegal or unenforceable, the invalid, illegal or unenforceable term or provision shall be stricken only to the minimal extent necessary, and the remaining terms and provisions hereof shall remain unimpaired. No provision hereof can be waived except expressly in writing signed by the GYM. _____ **(Initial)**

I REPRESENT AND ACKNOWLEDGE THAT I HAVE FULLY READ THIS AGREEMENT, AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I FULLY UNDERSTAND EACH AND EVERY TERM. I AM VOLUNTARILY EXECUTING THIS AGREEMENT. I FURTHER UNDERSTAND THAT THIS AGREEMENT HAS NO EXPIRATION DATE. _____ **(Initial)**

AGREED AND ACCEPTED:

Signature:_____ Date:_____

If under 18, signature of a parent or legal guardian is required.

Name:_____ Relationship:_____

Signature: _____ Date:_____