METROROCK VISITOR AGREEMENT
TERMS OF USE, WAIVER AND RELEASE OF CLAIMS

PLEASE PRINT CLEARLY

MetroRock
40 Parker Street
Newburyport, MA 01950
www.metrorock.com

Today's Date _____

Name(s) of visitor(s) _____ Date(s) of Birth _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____- _____ E-mail _____

Emergency Contact Name _____ Relationship _____ Phone _____

We do not sell or give away customer information.

WARNING: THERE ARE SIGNIFICANT ELEMENTS OF RISK IN ANY ADVENTURE, SPORT OR ACTIVITY ASSOCIATED WITH A "ROCK GYM", CLIMBING WALL, BOULDERING AREA, AND INCIDENTAL WEIGHT AND FITNESS TRAINING REGIMENS. CLIMBING IS AN INHERENTLY HAZARDOUS AND DANGEROUS ACTIVITY. ALTHOUGH METROROCK HAS TAKEN REASONABLE STEPS TO PROVIDE YOU WITH APPROPRIATE EQUIPMENT AND/OR SKILLED INSTRUCTORS SO YOU CAN ENJOY AN ACTIVITY FOR WHICH YOU MAY NOT BE SKILLED, WE WISH TO REMIND YOU THIS ACTIVITY IS NOT WITHOUT RISK. CERTAIN RISKS CANNOT BE ELIMINATED WITHOUT DESTROYING THE UNIQUE CHARACTER OF THE ACTIVITY. THE SAME ELEMENTS THAT CONTRIBUTE TO THE UNIQUE CHARACTER OF THE ACTIVITY CAN BE CAUSES OF LOSS OR DAMAGE TO YOUR EQUIPMENT, OR ACCIDENTAL INJURY, ILLNESS, OR IN EXTREME CASES, PERMANENT TRAUMA OR DEATH. WE DO NOT WANT TO FRIGHTEN YOU OR REDUCE YOUR ENTHUSIASM FOR THIS ACTIVITY, BUT WE DO THINK IT IS IMPORTANT FOR YOU TO KNOW IN ADVANCE WHAT TO EXPECT AND TO BE INFORMED OF THE INHERENT RISKS.

MetroRock Policies

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

General Policies:

- All visitors MUST check in at the front desk, or, for outdoor activities, at the designated registration area.
- All visitors must sign a Visitor Agreement, Terms of Use, Waiver and Release of Claims.
- Parents are responsible for the behavior of their children, including compliance with all rules and policies, while at MetroRock.
- Memberships, punchcards, and day passes are non-transferable.
- MetroRock is not responsible for lost, damaged, or stolen property of visitors while in or on the premises, parking lots, other areas within the vicinity of MetroRock, or at any outdoor facilities or venues.
- No hard sole shoes or beverages (except water) are permitted on the padded carpet at any time.
- Please pick up after yourself. Help to keep MetroRock clean for yourself and others.
- No smoking, drugs, or alcohol are permitted at any time in MetroRock, or at MetroRock events.
- Auto Belays are to be used ONLY AFTER MetroRock Staff instruction.
- Do not attempt to enter the challenge course unless accompanied by a MetroRock Staff.

Climbing Policies:

- MetroRock staff have the right, in their sole and absolute discretion, to determine unsafe and inappropriate behavior and to revoke climbing privileges, either temporarily or permanently, for such behavior.
- Boulderers may only "topout" on bouldering structures where designated by MetroRock staff.
- All belayers and toprope climbers must pass a belay test administered and evaluated 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 permitted 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 and evaluated by MetroRock staff.
- Lead climbers must provide their own UIAA-approved rope (minimum 9.5 mm), 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 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 FOR (1) ACKNOWLEDGMENT OF RISK, (2) WAIVER, DISCLAIMER, AND RELEASE OF LIABILITY, (3) COVENANT NOT TO SUE, AND (4) 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 child or children'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, INVOLVING INHERENT AND EXTRINSIC, NATURAL AND ARTIFICIAL RISKS THAT MAY RESULT IN ALL MANNER OF HARM, LOSS, DAMAGE, PROPERTY DAMAGE, SERIOUS PERSONAL INJURIES, AND DEATH TO ME AND/OR OTHER VISITORS FROM, FOR EXAMPLE, (A) FALLS FROM THE CLIMBING SURFACE ON TO THE FLOOR, CLIMBING 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) FAILRE 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 voluntary 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 OTHER VISITORS 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 visitors and 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 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 in or on the premises, 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. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I MAY BE WAIVING VALUABLE LEGAL RIGHTS. _____ **(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 FOR WHOM I AM SIGNING, 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 Agreement apply to all activities of the GYM, including, but not limited to, indoor climbing, indoor and outdoor camps, and day trips. _____ **(Initial)**

I understand that if any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the invalid, illegal, or unenforceable term or provision shall be deemed stricken only to the minimal extent necessary, and the remaining terms and provisions hereof shall remain unimpaired. No term or provision hereof shall be waived except expressly in a writing signed by the GYM. _____ **(Initial)**

I UNDERSTAND AND AGREE THAT THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL IT IS CANCELED OR MODIFIED BY WRITTEN AGREEMENT. _____ **(Initial)**

I REPRESENT AND ACKNOWLEDGE THAT I HAVE FULLY READ THIS AGREEMENT, AND I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I FULLY UNDERSTAND EACH AND EVERY TERM HEREOF. I AM VOLUNTARILY EXECUTING THIS AGREEMENT. _____ **(Initial)**

AGREED AND ACCEPTED:

Signature: _____ Date: _____

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

Name: _____ Relationship: _____

Signature: _____ Date: _____