

## RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

The undersigned individual desires to use The Cliffs at Valhalla indoor climbing and fitness facility located at 1 Commerce Park, Valhalla, NY 10595 ("Facility"). In consideration for The Cliffs permitting me to use the Facility, I have agreed to execute this Release of Liability and Assumption of Risks (the "Release").

I hereby acknowledge and accept and agree that the sport of rock climbing and the use of the Climbing Wall involve inherent risks. I received full information regarding the Climbing Wall and The Cliffs' facilities and had the opportunity to ask any questions that I wished. I have examined the Climbing Wall and have full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Climbing Wall, including, but not limited to:

- a. All manner of injury resulting from my falling off or from the Climbing Wall and hitting the floor, wall faces, people or rope projections, whether permanently or temporarily in place;
- b. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall, including, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
- c. Injuries resulting from the actions or omissions of others including, but not limited to, falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts or personal effects;
- d. Cuts and abrasions resulting from skin contact with the Climbing Wall or any other surface;
- e. Failure or misuse of ropes, slings, harnesses, climbing holds, anchor points, or any part of the Climbing Wall;
- f. Failure to follow The Cliffs' employee's instructions or failure to ask for information or assistance.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and related training facilities and I agree that such list in no way limits the extent or reach of this Assumption of Risk, Release and Indemnification. If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform The Cliffs' employees until corrected or satisfactorily answered.

I also agree to release and discharge MG Wolfert, Inc dba The Cliffs at Valhalla ("The Cliffs") and all of its employees, agents and representatives, as well as all other persons, corporations, or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence, or event involving the Facility or The Cliffs. This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of the Released Parties. I further agree to indemnify, hold harmless, and defend The Cliffs from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Cliffs as a result of my using the Facility or participating in any activity sponsored by or involving The Cliffs.

The laws of the State of New York shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in the New York State Supreme Court. The Cliffs reserves the right to use any photograph taken at The Facility, during a course, a birthday party or private group, or during a mountaineering expedition, in The Cliffs' promotional materials, brochures, and website.

**I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING ANY RELEASED PARTY.**

**THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.**

\*Please print all of the required information legibly

Today's Date \_\_\_\_\_ Participant name (please print) \_\_\_\_\_

Date of Birth \_\_\_\_\_ Street Address \_\_\_\_\_

City State Zip Code \_\_\_\_\_ Home Telephone Number \_\_\_\_\_

Work Telephone Number \_\_\_\_\_ Email Address (optional) \_\_\_\_\_

Signature of Participant \_\_\_\_\_

### **How Participant heard about The Cliffs:**

The Cliffs Web-Site    Advertisement    News Article    Other Web-Sites    Family/Friend    Other: \_\_\_\_\_

### **TO BE SIGNED IF PARTICIPANT IS A MINOR**

I represent that I am the parent or legal guardian of the above named individual and hereby consent to the individual using the Facility and participating in other activities sponsored by The Cliffs. In consideration for The Cliffs allowing the above named individual to use the Facility and participate in the other activities, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend The Cliffs from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Cliffs as a result of the above named individual using the Facility or participating in any other activity involving The Cliffs.

**THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.**

\*Please print all of the required information legibly

Date \_\_\_\_\_ Printed name of Parent or Court-Appointed Legal Guardian \_\_\_\_\_

Home Telephone Number \_\_\_\_\_ Work / Cell Telephone Number \_\_\_\_\_

Signature of Parent or Court-Appointed Legal Guardian \_\_\_\_\_

## The Cliffs Climbing Center Rules and Regulations

### General Climbing Center Rules:

- All climbers and observers must check in at the front desk before proceeding to the padded climbing areas or fitness room.
- Climbing is inherently dangerous. Participants must assume the risks of climbing. All climbers, course participants, and individuals operating a safety system at The Cliffs of Valhalla (The Cliffs) must sign a release of liability form.
- The Cliffs Management and staff reserve the right to check harnesses, knots, safety systems, etc. at any time.
- Individuals desiring to top rope belay at The Cliffs must take and pass the The Cliffs Tie In / Belay Test. Those individuals who do not pass or choose to not take the Tie In / Belay Test may climb (but not belay or tie knots) and must wait a minimum of 24 hours before taking or re-taking the test.
- Climbing ropes must be tied directly to the climber's harness. "Clipping" the rope to the harness is prohibited.
- Any individual engaged in the act of belaying should take responsibility for anchoring in from their harness to the appropriate belay anchor. Weight differences between the climber and the belayer can greatly impact the safety of both individuals. Anchoring in at The Cliffs is highly recommended.
- Grabbing hold of any lighting fixtures or structural members of the building or climbing wall is prohibited at The Cliffs.
- Any person desiring to lead belay and/or lead climb must successfully pass The Cliffs Lead Belay and/or Lead Climb test. Upon successful completion of the Lead Climb test an individual may borrow a lead climb rope at the front desk. Borrowed lead ropes are to be used only by those individuals who have passed the Lead Climb test. Only The Cliffs ropes may be used for leading.
- All persons using The Cliffs are expected to respect other individuals in the Center and conduct themselves in good order. Any person deemed by the Management to be behaving in an unsafe or disorderly fashion will be asked to leave the facility. The Cliffs' staff reserves the right to revoke belay privileges at any time.

### Youth Climbers:

- In the interest of safety, youth under the age of 14 must be supervised by an adult (18 years or older) or by a staff member of The Cliffs. Children under the age of 4 are not permitted in a padded climbing or fitness area unless engaged in a climbing activity.

### Bouldering:

- Bouldering (un-rope climbing) is permitted at The Cliffs in designated bouldering areas, or no higher than 10 feet (head height) in areas designated for roped climbing. While bouldering, it is the responsibility of the climber to be properly spotted by an individual on the ground and to position crash pads as needed.

**I acknowledge that I have read The Cliffs' Rules and Regulations, fully understand them, and that a copy is available for my records.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Office Use Only:

\_\_\_\_\_ Passed Belay Test

\_\_\_\_\_ Passed Lead Climb

\_\_\_\_\_ Passed Lead Belay'