

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

(referred to throughout as "Agreement")

NAME (first/last - Print) _____ Climb Date: ____/____/____
(hereafter referred to as "Participant")

As with most high adventure recreational activities, Participant acknowledges and understands that involvement in the activities of the Torrent Falls Climbing Adventure are not without risk. Such activities that Torrent Falls Climbing Adventure, LLC offers, but is not limited to: Via Ferrata, Guided Rock Climbing, Guided Rappelling, Guided Via Ferrata Night Climbing, Rock Climbing Clinics, and Boy Scout Climbing Merit Badges. Such risks of participation in the high adventure activities include but certainly are not limited to, loss or damage to personal property, injury or death of Participant from such events/items as; falling off a rock wall, cable, swing, zip line or bridge; loose or damaged artificial or natural holds, rock or tree falling, abrasions from ropes, cables, pads or other equipment, actions/activities of other climbers or other persons present in the via ferrata; carabineer, harness or equipment failure and many other events/items. Recognizing such events/items, Participant understands that property damage or injuries to Participant may be substantial and permanent, including but not limited to, fractures, muscle strains, sprains, and even in some circumstances paralysis or death. Participant further acknowledges that these items are just some of the known risks and that other risks, both known and unknown are involved in this high adventure activity.

If, at any time, Participant is in or about such activities and Participant feels anything to be unsafe, including but not limited to weather conditions, course condition, equipment or any other participant, Participant agrees and warrants to immediately advise Torrent Falls Climbing Adventure, LLC personnel and cease activities until the reported item is corrected.

Participant warrants that Participant understands the strenuous nature, both emotionally and physically, of this activity, and the Participant has no medical or physical condition which could interfere with the safety of Participant or other participants in the via ferrata and/or other guided activities. As such, Participant warrants that Participant is physically and mentally capable of safely participating in all aspects of the high adventure activities.

In order to maximize safety of all involved, Participant agrees to abide by all rules, guidelines, instruction established by Torrent Falls Climbing Adventure, LLC, its staff members and agents. Participant must follow any and all instructions from their guide for the duration of the trip(s). The failure of Participant to abide by all such rules, guidelines and/or instructions of Torrent Falls Climbing Adventure, LLC, may result, in the sole discretion of Torrent Falls Climbing Adventure, LLC, withdrawing permission of Participant to remain in the activities, ejection from facility/property or such other reasonable restrictions.

IMPORTANT RELEASE, WAIVER AND DISCHARGE LANGUAGE

With full knowledge of the information above, and in consideration of the facility provided and the right to participate, Participant, on behalf of Participant, his/her personal representatives, heirs, next of kin, agents and each of them do hereby **RELEASE, WAIVE, AND DISCHARGE** Torrent Falls Climbing Adventure, LLC, ROC Enterprise, Mark Meyer, Kathryn Meyer, Christian Ferrera, including each of their respective heirs, representatives, owners, directors, affiliates, successors, predecessors, assigns, agents,

consultants, volunteers, sponsors, equipment providers, contractors, vendors, landlords, insurers and each of them, as well as other climbing adventure participants/visitors and each of them (collectively referred to as "Releasees"), of and from any all claims, demands, causes of actions, damages, injuries (including paralysis or death), liability whether known or unknown, even if such is caused by negligence of the Releasees.

IMPORTANT INDEMNIFICATION AND HOLD HARMLESS LANGUAGE

In further consideration of the facility provided and permission granted for Participant to participate, Participant agrees to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, expenses, fees (including attorneys fees), lawsuits or cost of whatsoever kind of nature, Releases incur arising out of or related to Participant's use or involvement in or about the via ferrata and whether caused by the negligence of Releasees.

By signing below, Participant acknowledges and agrees that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion is held invalid, that it is agreed that just such portion will be stricken and the remainder of the Agreement will remain in full force an effect.

Participant also warrants that the following statements are true and correct and understand that Releasees have relied upon them in entering into this Agreement and in giving Participant permission to enter and participate in or about Torrent Falls Climbing Adventure, LLC activities.

1. Aside from this agreement, no oral representations, statements, promises, or inducements have been made to Participant;
2. Participant expressly accepts full responsibility and risk of bodily injury, death or property damage, including such which derives from the negligence of Releasees;
3. Participant has completely read, understood and voluntarily signed this **RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**
4. Participant is age 18 or older and otherwise of sound mind to enter into this legally binding Agreement (If Participant is under age 18, Participant must sign this Agreement and also signature of parent/guardian on the ADDENDUM Permission Form)

I HAVE READ THIS ENTIRE DOCUMENT AND COMPLETELY UNDERSTAND THE TERMS AND CONDITIONS. THIS IS A LEGALLY BINDING CONTRACT.

Participant Name (Signature)

Date

Address: _____

City: _____ State: _____ Zip Code: _____ Phone #: (____) _____

Birth date: ____/____/____ E-Mail: _____
Mo. Day Year

In case of emergency, Releasees have permission to call and provide information to:

Name: _____ Phone Number: (____) _____

Minor Addendum Permission Form

Additional Consent to Participate in the Torrent Falls Climbing Adventure and Release of Liability

Minor's Name (first/last – Print) _____ Climb Date: ___/___/_____

By signing below, I request that my Child/Teenager be permitted to participate in the high adventure activities which includes certain risks, including those described in the **Release, Waiver of Liability and Indemnification Agreement** (incorporated herein) signed by my Child and of which I acknowledge I have read fully and understand and agree with the complete content of such Agreement. I further warrant that I have discussed the risks of participation with my Child/Teenager and also directed my Child/Teenager to abide by all rules, guidelines and instruction provided by Torrent Falls Climbing Adventure, LLC and its staff. Subject to the additional conditions noted below and those set out in the **Release, Waiver of Liability and Indemnification Agreement**, I consent to my Child's/Teenager's participation in the high adventure activities offered by Torrent Falls Climbing Adventure, LLC. I further provide permission to Torrent Falls Climbing Adventure, LLC to contact the individual identified in the **Release, Waiver of Liability and Indemnification Agreement** in an emergency situation (as determined by Torrent Falls Climbing Adventure, LLC), to provide health and other information to such person, and further authorize the provision of emergency medical care to my child/teenager.

I understand and agree that my Child/Teenager must be 10 years of age or older to participate in via ferrata and is recommended to be 6 years of age or older to participate in guided rock climbing/rappelling. I understand and agree that my Child/Teenager participates in the high adventure activities at his/her sole risk, and that I assume full responsibility for any injury, loss or damages incurred by my Child/Teenager or by any other person in connection with my Child's/Teenager's participation in the high adventure activities. As such, I agree to forever **Release, Indemnify, Discharge and Hold Harmless** Torrent Falls Climbing Adventure, LLC, ROC Entreprise, and each of their respective heirs, representatives, owners, directors, affiliates, successors, predecessors, assigns, agents, consultants, volunteers, sponsors, equipment providers, vendors, insurers, other via ferrata participants/visitors and each of them (collectively referred to as "Releasees") from any and all liability, claims, demands, damages, costs, expenses (including attorney fees), loss of services, actions and causes of actions (including those made by anyone who has not signed this agreement) that in anyway and anytime arise out of my Child's/Teenager's use or involvement within the Torrent Falls Climbing Adventure, LLC high adventure activities and whether caused by the negligence of Releasees.

Parent/Guardian (First/Last Name - Print): _____

Signature: _____ Date: ___/___/___
Mo. Day Year

Minor (First/Last Name – Print): _____

Signature: _____ Date: ___/___/___
Mo. Day Year

Minor Birth date: ___/___/___
Mo. Day Year