

For Staff Use: ___ADP ___ YDP ___BC ___Scouts (MB / GFP) ___Membership ___Other

Boulder Orientation: ___ Initials | Belay Check: Y / N Pass / Fail | Full / First | ___ Initials

Indicate Time: ___ WIC ___ SB ___ Intro ___ Birthday ___ Other ___

THE GRAVITY VAULT INDOOR ROCK GYMS

TERMS OF GYM USE AND WAIVER AND RELEASE OF CLAIMS AGREEMENT

The Gravity Vault LLC.

40 Watchung Ave. Chatham, NJ 07928

(973) 701-7625

107 Pleasant Ave. Upper Saddle River, NJ 07458

(201) 934-7625

PLEASE PRINT CLEARLY

Date ___/___/___

Name of Participant / Spectator _____

Date of Birth ___/___/___ Address _____

City _____ State _____ Zip _____

Phone (____) _____ E-mail _____

Emergency Contact Name _____ Phone (____) _____

THE GRAVITY VAULT POLICIES

The Gravity Vault reserves the right to add or change The Gravity Vault policies from time to time. Any such addition or change to these policies will be posted in the lobby of The Gravity Vault. Climbers and others using The Gravity Vault are required to inform themselves of new rules or rule changes. If you are signing this agreement on behalf of a minor the arbitration clause is applicable.

GENERAL RULES:

- All customers MUST check in at the front desk.
- All customers must sign a Waiver and Release of Claims Agreement.
- Minors younger than 18 years must have their waiver including the arbitration agreement signed by a parent or legal guardian.
- Parents/Legal Guardians/Group Leaders are responsible for the behavior of their children/wards while at The Gravity Vault.
- Climbers/Spectators are not permitted to be under the influence of drugs or alcohol.
- The Gravity Vault staff has the right to revoke climbing privileges either temporarily or permanently for unsafe or inappropriate behavior.
- Memberships/Subscriptions are non-transferable.
- The Gravity Vault is not responsible for lost, damaged, or stolen property while in or on the premises, parking lots or other areas within the vicinity of The Gravity Vault.
- No hard sole shoes are allowed on the padded carpet.
- Please pick-up after yourself and help to keep a clean environment for yourself and others.

CLIMBING POLICIES:

- Climber safety is a shared responsibility.
- All climbers interested in belaying must pass a belay test administered by The Gravity Vault staff at the beginning of their visit, prior to starting climbing.
- All Climbers who have passed their belay test will receive an Auto Belay orientation to be administered by The Gravity Vault Staff.

- All climbers using the facility without the assistance of a staff member must receive a bouldering orientation administered by The Gravity Vault staff.
- Climbers must tie in using the rewoven figure eight knot with a double overhand backup knot.
- In addition to the belay test, all lead climbers and belayers of lead climbers must pass a lead test administered by The Gravity Vault staff.
- Belayers must belay from their harness and not from a fixed anchor point.
- Allowable belay devices are The Gravity Vault provided Gri-Gri's only.
- No sitting or lying down while belaying.
- Route setting shall be performed only by those authorized by The Gravity Vault.

**I have read and agree to abide by the above GENERAL RULES
AND CLIMBING PRACTICES. _____ (INITIAL)**

AGREEMENT (1) FOR ACKNOWLEDGMENT OF RISK, (2) FOR WAIVER, DISCLAIMER, AND RELEASE OF LIABILITY, (3) NOT TO SUE AND (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 The Gravity Vault, 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.

My presence in and use of the GYM facilities 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.

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.

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.

I HEREBY **WAIVE, RELEASE, AND DISCHARGE** FOREVER, THE GYM, AS DEFINED ON PAGE 2 OF THIS DOCUMENT, 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 HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GYM, AS DEFINED ON PAGE 2 OF THIS DOCUMENT, 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.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AND ANY OF MY CHILDREN/WARDS 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, AS DEFINED ON PAGE 2 OF THIS DOCUMENT.

The GYM, as defined on page 2 of this document, 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.

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.

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.

AGREED AND ACCEPTED:

Climber or Spectator Signature: _____ Date: ___/___/___

PLEASE COMPLETE THE REST OF THIS LEGAL AGREEMENT IF SIGNING ON BEHALF OF A MINOR (ARBITRATION CLAUSE) READ and UNDERSTAND BEFORE SIGNING.

In consideration of being allowed to participate in any way in the program, related events and activities, and allowed entry to the property and facility and access to all services, today and on all future days, I the undersigned, acknowledge, appreciate, and agree that:

1. There is a risk of injury including from the activities involved in this program which are significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** The Gravity Vault LLC, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

5. This document constitutes the final and entire Agreement between The Gravity Vault LLC and myself. I understand this agreement is a contract. I fully accept the terms and conditions of the Agreement. I understand that The Gravity Vault LLC has made no warranties express or implied to me.

6. I understand that by making and signing this Agreement, I relinquish and surrender valuable rights of myself, my heirs, my assigns, and successors, including but not limited to my right to sue The Gravity Vault LLC and all of its successors, assigns, affiliates, officers, directors, employees and agents. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X _____
Parent/Guardian Signature Date Emergency Phone Number
FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

1. This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law

2. I understand that if the minor for whom I am signing this Agreement is injured and a claim is brought on that minor's behalf, a demand must be filed before the American Arbitration Association (AAA). The AAA is an independent agency which resolves disputes fairly and without favoritism. The address of the Association is 220 Davidson Avenue, Somerset, New Jersey 08873. The telephone number is (732)560-9560. You agree that any dispute between you and The Gravity Vault LLC will be decided by the AAA and that the Arbitration Hearing will take place in Camden County, New Jersey. You are not required to hire a lawyer to make your claim. If you hire your own lawyer, you must pay your own lawyer. If you or The Gravity Vault LLC does not follow the requirements of this document, then you or The Gravity Vault LLC may be required to pay the other's attorney fees.

3. Because attendance and participation at The Gravity Vault LLC may increase the minor's risk of harm, The Gravity Vault LLC is asking you to give up valuable legal rights by signing this Agreement. By signing this agreement you relinquish and surrender the following rights of yourself and the minor for whom you sign:

(A) You give up the right to sue The Gravity Vault LLC in a court of law. You (or persons on behalf of the minor) must arbitrate a claim

(B) You give up the right to a trial by jury. You (or persons on behalf of the minor) must arbitrate a claim

(C) You give up the right to claim money from The Gravity Vault LLC Vault if the minor is injured unless The Gravity Vault LLC intentionally and willfully failed to prevent or correct a hazardous or unsafe condition.

(D) You give up the right to recover damages or punish or make an example of The Gravity Vault LLC.

(E) You give up the right to choose the state and county where the Arbitration Hearing will be conducted and you must arbitrate the case in Camden County, New Jersey.

X _____
Parent/Guardian Signature **Date**

4. You and your minor are bound by this document. Anyone who has or can obtain your rights is also bound by this document, such as your or the minor's family, relatives, guardians, executives or anyone responsible for you or the minor. As used in this document The Gravity Vault LLC, includes the people who work for and are associate with The Gravity Vault LLC, such as its owners, managers, employees, officers, directors, stock holders, agents, volunteers, sponsors, vendors and exhibitors.

X _____
Parent/Guardian Signature **Date**