

RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I, the undersigned, hereby certify that I am over the age of eighteen (18) years of age and am of sound mind and memory at the time of the execution of this Release.

WHEREAS, ON THE EDGE ROCK CLIMBING GYM, INC. (hereinafter "OTERCG") operates a business involving artificial rock climbing activities; and

WHEREAS, OTERCG agrees to allow me access to OTERCG'S facilities to participate in rock climbing activities in consideration of my execution of this Release and agreeing to be bound by its terms.

NOW, THEREFORE, IN CONSIDERATION of being allowed to participate in such activities, I hereby agree as follows:

- (1) I am aware of and fully understand and accept the inherent dangers and risks involved in participating in activities at OTERCG, including the risk of death and/or personal injury or damage to myself, other persons and/or my property or the property of others while participating in such activities or having my property at the site of such activities. These risks or dangers include, but are not limited to falling off the wall; loose and/or damaged artificial holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads or the floor; equipment failure; belay or belayer failure; climbing out of control or beyond one's personal limits; the negligence of myself or other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; and head injuries. I further acknowledge that participants in such activities and other persons at OTERCG may not be covered under insurance of OTERCG. I freely and voluntarily execute this Release with such knowledge, and assume full and sole responsibility for the risk of death, personal injury and/or property loss arising from or in any way connected with my participation in the rock climbing activities at OTERCG. I further agree to assume the risk of any medical or physical condition I may have.
- (2) I hereby release, forever discharge and covenant not to sue OTERCG, its owners, agents, officers, directors, employees or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives, from and for any liability, claim, cause of action, demand and damages for injury, death or damages of any kind or nature whatsoever to me or my property as a result of my participation in rock climbing activities whether such injury, death or property damage is caused by the negligent, whether ordinary or gross, act or omission on the part of (i) any other participant in rock climbing activities at OTERCG's facility, (ii) any owner, officer, director, employee, agent or independent contractor of OTERCG, or (iii) any other person at OTERCG's facility. Furthermore, I agree to pay any and all attorney's fees and costs of OTERCG, and any of its owners, officers, directors, agents, employees and independent contractors if I bring any action, claim or demand against OTERCG or any of its owners, officers, directors, agents, employees, and independent contractors for any reason for which this Release applies.
- (3) I agree to indemnify and hold OTERCG, its owners, agents, officers, directors, employees and independent contractors, their sureties, insurers, successors, assigns, and legal representatives harmless from any liability, claim, cause of action, demand or damages for injury, death or damages of any kind or nature whatsoever to any person or their property as a result of my participation in the rock climbing activities at OTERCG's facility as a result of any actual or claimed intentional, wrongful or negligent act or omission by me arising from or as a result of my presence at OTERCG's facility or my participation in rock climbing activities at OTERCG's facility. Furthermore, I agree to pay attorney's fees and costs for any persons covered herein for any action arising under this Paragraph, whether or not such action is well founded.
- (4) I agree to and hereby bind my heirs, executors, assigns and all other legal representatives by executing this Release.
- (5) I hereby acknowledge and agree that this agreement is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Florida, and venue of any action related to this Release will be in Brevard County, Florida. If any portion of this Release is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Release not found to be invalid and the remainder of this Release shall remain in full force and effect. **I HEREBY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS RELEASE, BETWEEN THE PARTIES TO THIS RELEASE, OR IN ANY WAY RELATING TO MY ENTRY ONTO THE PROPERTY OR ENGAGING IN ANY ACTIVITIES THEREON, INCLUDING THE ACTIVITY, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS RELEASE, BY STATUTE, OR AS A MATTER OF TORT LAW, AND I EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.**

PRINT PRINT PARENT NAME HERE SIGNATURE PARENT SIGNATURE HERE DATE DATE HERE

(IF PARTICIPANT IS UNDER AGE 18 – PARENT/LEGAL GUARDIAN NAME & SIGNATURE GOES HERE)

RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

- (6) In the event this Release relates to use of OTERCG’s facilities by a minor, I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of said minor. I agree, on behalf of said minor to all terms of this Release, and acknowledge that OTERCG will rely to its detriment upon this representation and would not otherwise allow any minor to utilize its facilities without this representation. I further agree to assume all responsibility for said minor’s safety.
- (7) **BY EXECUTING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE, UNDERSTAND THE CONTENTS HEREOF, HAVE BEEN ADVISED AND HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL OF MY CHOICE AND CERTIFY THAT I HAVE FREELY AND VOLUNTARILY EXECUTED THIS RELEASE. I FURTHER ACKNOWLEDGE THAT, BUT FOR THE EXECUTION OF THIS AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS HEREOF, OTERCG WOULD NOT AUTHORIZE ME TO GAIN ACCESS TO ITS FACILITIES AND PARTICIPATE IN THE ARTIFICIAL ROCK CLIMBING AND OTHER ACTIVITIES IT MAY OFFER AT THAT FACILITY. I ACKNOWLEDGE THAT OTERCG MAY OR MAY NOT HAVE INSURANCE FOR ANY OR ALL OF THE ACTIVITIES IN WHICH I MAY ENGAGE, AND THAT I MAY NOT BE ABLE TO MAKE ANY CLAIMS AGAINST ANY INSURANCE OTERCG MAY CHOOSE TO MAINTAIN. I FULLY UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM GIVING UP IMPORTANT LEGAL RIGHTS, AND IT IS MY INTENT TO DO SO AND I AM DOING SO FREELY AND WITHOUT COERCION BY OTERCG OR UNDER ANY DURESS. FINALLY, I ACKNOWLEDGE MY PARTICIPATION IN, AND UTILIZATION OF, OTERCG’S FACILITIES IS PURELY VOLUNTARY.**
- (8) I agree to abide by all rules and regulations that OTERCG may impose regarding the operation and utilization of OTERCG’s facilities, including staff directions and requests. By executing this Release, I acknowledge having received and read the rules and regulations governing OTERCG’s facilities in effect at the time of my executing this Release
- (9) **I AGREE AND UNDERSTAND THAT THIS RELEASE WILL REMAIN IN FULL FORCE AND EFFECT FOREVER, UNLESS MODIFIED AT THE REQUEST OF OTERCG FOR FUTURE USE OF OTERCG’S FACILITIES AND WILL APPLY TO ANY AND ALL VISITS I MAKE TO OTERCG’S FACILITIES. ANY FUTURE USE OF OTERCG’S FACILITIES IS EVIDENCE OF MY RATIFICATION OF THIS RELEASE AND AGREEMENT TO CONTINUE TO BE BOUND BY THE TERMS HEREOF.**

**MINOR’S INFORMATION
{FILL OUT COMPLETELY}**

PARTICIPANT NAME (please print clearly in Ink) _____

PARTICIPANT SIGNATURE _____

Address _____ City, State, Zip _____

Phone: _____ Date of Birth _____ Today’s Date: _____

E-Mail Address: _____

IF PARTICIPANT IS UNDER AGE 18 CONTINUE BELOW

PRINT MINOR’S NAME HERE

In consideration of (**PRINT MINOR’S NAME**) _____ (“Minor”) being permitted by OTERCG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless OTERCG from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

PARENT SIGNATURE HERE

PARENT / LEGAL GUARDIAN SIGNATURE _____

PRINT NAME: **PRINT PARENT NAME HERE** _____

DATE **TODAY’S DATE** _____