

# Mobile Rock Climbing Wall

## Evo Rock + Fitness Release of Liability and Assumption of Risk

### ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNIFICATION

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

The undersigned ("Participant") desires to use the facilities, equipment or programs of Evo Rock + Fitness, Portland, LLC and Evolution Portland Properties, LLC (hereinafter "Evo"), 65 Warren Avenue, Portland, Maine 04102 ("Facility"). In consideration of Evo permitting me to use the Facility, I hereby agree to be bound by the terms of this Assumption of Risks, Release of Liability and Indemnification and by the provisions of the Rules and Regulations of Evo, a copy of which has been delivered to the Participant at the time that this Release is executed and delivered by the Participant (together, the "Release").

I hereby acknowledge, accept and agree that the sport of rock climbing, the use of Evo's climbing wall and other facilities (collectively, the "Facilities") and participation in activities, programs and trips offered by Evo (collectively, "Programs") involve inherent and significant risks. I am satisfied as to the information I have received regarding the Facilities and Programs and have had the opportunity to ask any questions that I wished and received thorough answers to my questions. I have examined the Facilities Program information and am aware that there are significant risks associated with rock climbing, the use of the Facilities and participation in Programs, including but not limited to:

1. All manner of injury resulting from my falling off or from the Wall or climbing site, hitting the floor or ground, wall faces and features, climbing holds, people or rope projections, whether permanently or temporarily in place;
2. Rope abrasion, entanglement and any other injuries resulting from activities on or near the Wall, including but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
3. All manner of injury resulting from the actions, omissions or negligence of other participants, visitors or other persons who may be present including, but not limited to, falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, spinning or broken holds, other wall parts, falling rocks or other objects, climbing hardware or personal effects;
4. Cuts and abrasions resulting from skin contact with the Wall or any other surface;
5. Failure or misuse of ropes, harnesses, belaying equipment, climbing holds, anchor points, on any part of the Wall or climbing site;
6. Failure to follow Evo's posted rules and regulations, 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 Facilities or Program participation and I agree that such list in no way limits the extent or reach of this Release. If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform The Club's employees until corrected or satisfactorily answered.

I certify that I have no medical, physical or other conditions that could interfere with my ability to belay and follow or give directions while climbing, belaying or any other activity within Evo. I have read, understand and agree to comply with Evo's rules and regulations. I understand that indoor rock climbing is not the same as outdoor climbing and that additional skills and training are necessary for outdoor climbing that cannot be acquired indoors. I agree to seek qualified instruction before attempting to climb outdoors.

Evo reserves the right to use any photograph or video taken at Evo or in the course of Programs for promotional materials, brochures, and/or website, whether in the course of open climbing, during a lesson, birthday party, private group or otherwise. Evo retains exclusive rights such photographs and videos.

I also agree to release and discharge Evo, Evo Rock + Fitness, Portland, LLC, Evolution Portland Properties LLC, and all of their respective officers, directors, shareholders, members, partners, 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 otherwise involving the Facilities or Programs. 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 any Released Parties. I further agree to indemnify, hold harmless, and defend the Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by a Released Party as a result of my using the Facilities or participating in any activity sponsored by or involving Evo.

The laws of the State of Maine 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 Party shall be brought solely in the Maine courts of competent jurisdiction. I hereby voluntarily waive any right I may have to a trial by jury in any action, proceeding, or litigation involving any released party.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

(If participant under 18 years of age)