



Boston, MA  
67 Sprague St.  
Boston, MA 02136  
617.333.4433

Lincoln, RI  
100 Higginson Ave.  
Lincoln, RI 02865  
401.727.1704

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

The undersigned individual desires to use Rock Spot Climbing Gym located at 100 Higginson Avenue, Lincoln, Rhode Island 02865 and/or Rock Spot Climbing Gym located at 67 Sprague Street, Boston MA. 02136 (individually or collectively, the "Facility") and/or to participate in outdoor climbing expeditions ("Outdoor Climbing") sponsored by or involving Rhode Island Rock Gym, Inc. d/b/a Rock Spot Climbing and/or Rock Spot Climbing LLC (individually or collectively as the context may require, "RSC"). Use of the Facility and/or participation in Outdoor Climbing may include, without limitation, formal or informal instruction by RSC staff, participation in clinics, classes, courses, camps, programs, competitions, use of portable climbing walls, and/or any other activities occurring in the Facility and/or sponsored, organized, managed, operated or run by RSC ("Other Activities"). In consideration for RSC permitting me to use the Facility and to participate in Outdoor Climbing and Other Activities, I hereby execute this Release of Liability, Indemnification and Assumption of Risks (the "Release").

I acknowledge that using the Facility and participating in Outdoor Climbing and the Other Activities involves certain inherent risks, including, the risk of death or serious personal injury and damage to and loss of use of property as a result of accidents, equipment failures or other causes. I hereby assume all such risks, as well as any other risks involved in using the Facility, participating in Outdoor Climbing, participating in any Other Activities and/or climbing anywhere, at any time, whether or not under the supervision of RSC staff.

I hereby release, discharge and covenant not to sue RSC and any of its affiliates or franchises and its or their owners, officers, directors, shareholders, members, employees, volunteers, agents, representatives, contractors, landlords, insurers, and their respective successors and assigns, as well as any and all other persons or entities that might have any liability whatsoever to me (collectively, the "Released Parties"), from and against any and all damages, actions, claims, causes of action 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, Outdoor Climbing, Other Activities and/or RSC. This Release is intended to release and discharge the Released Parties from all damages, actions, claims, causes of action and liabilities of any nature, specifically including, but not limited to, damages, actions, claims, causes of action and liabilities arising from or related to the negligence of the Released Parties, to the extent permitted by applicable law.

I further agree to indemnify, defend and hold harmless RSC and each of the other Released Parties from and against any claim, cause of action, loss, damage, judgment, fine, penalty, interest, liability and expense, including costs and attorneys' fees, incurred by RSC or any of the other Released Parties resulting from, arising out of, or in connection with my presence in and/or use of the Facility, my participation in Outdoor Climbing or any Other Activities.

I agree to comply with all rules and regulations with respect to the Facility, Outdoor Climbing and any Other Activities, including the rules and regulations incorporated into this Release, which I have read. I agree to comply with any request or instructions of RSC

staff. I understand that the rules and regulations incorporated into this Release are not a complete list of all rules and regulations regarding use of the Facility, Outdoor Climbing and the Other Activities. I understand that other rules and regulations may be posted at the Facility and/or may be provided to me verbally or in writing by RSC staff. I understand that RSC may amend the rules and regulations from time to time and I shall comply with all such additions and amendments. I understand that RSC and the Released Parties shall not be liable for my failure or the failure of any other party to comply with the rules and regulations.

I covenant and agree (i) to use the Facility for its intended purposes, (ii) not to commit waste or damage upon or to the Facility or any equipment or other personal property owned by RSC, (iii) not to use the Facility for any unlawful purpose, and (iv) not to do or permit to be done anything which may subject RSC or the Released Parties to any liability for injury or damage to person or property, or result in a violation of any law, ordinance or regulation of any governmental authority, agency or department.

This Release shall cover and include all areas, activities, equipment and personal property and facilities in or about the Facility and/or related to the use of the Facility and participation in Outdoor Climbing and Other Activities, including parking facilities, the land surrounding the Facility, showers, rest rooms, changing rooms, retail areas, observation areas and party rooms in the Facility, and transportation in connection with Outdoor Climbing expeditions or Other Activities.

I hereby voluntarily waive any right that I may have to a trial by jury in any action, proceeding or litigation involving any Released Party.

To the extent permitted by applicable law, I hereby waive the protections of any applicable law whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release. If any provision of this Release shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Release shall not be affected thereby except as may be necessary to make the remaining provisions consistent with each other after the invalid or unenforceable provisions are deleted, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

The laws of the Commonwealth of Massachusetts shall govern the rights and obligations of the parties to this Release and the interpretations, construction and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in the courts of the state in which the subject Facility is located, or, in case of Outdoor Climbing or any Other Activities not taking place in a Facility, the state in which the subject Facility through which the activity was booked is located.

RSC reserves the right to use any photograph, video, audio recording or any other media taken of me at the Facility, during an Outdoor Climbing expedition, or in connection with any Other Activities, in RSC's promotional materials, brochures, web-site, and any other advertising.

