

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

In consideration of my being permitted to climb at Reading Rocks, or at a Reading Rocks affiliated activity.

ASSUMPTION OF RISK

I ACCEPT AND CLEARLY UNDERSTAND THAT THERE ARE INHERENT DANGERS AND RISKS INVOLVED IN THE SPORT OF CLIMBING, INCLUDING THE RISK OF PERSONAL INJURIES AND DEATH.

I understand that the hazards of climbing (including bouldering, rappelling and rope course elements); include, by way of example and not limitation: faulty gear; loose or crumbling rock or holds; improper belays; improperly tied knots or tie-ins; improperly buckled harnesses; falling; or other dangerous property conditions. I understand that all of these hazards can cause serious injury or death, and that there are more hazards than are enumerated here, including unknown and unforeseeable hazards.

I ENGAGE IN THE SPORT OF CLIMBING WITH FULL KNOWLEDGE OF THE INHERENT RISKS OF INJURY OR DEATH THAT MAY RESULT. I AGREE TO CLIMB AT MY OWN RISK.

please initial

RELEASE OF LIABILITY

I therefore, for myself, my heirs, successors and representatives hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE FROM LIABILITY, AND AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND Reading Rocks, Inc., t/a Reading Rocks, their agents and employees, from any and all liability for any and all damage, injury, or death to myself or any other person or property arising from my climbing (including bouldering, rappelling and rope course elements) at Reading Rocks, or at a Reading Rocks affiliated activity. I explicitly agree that this release and indemnification extends to harm resulting from any NEGLIGENCE of these parties, as well as any RECKLESS failure of these parties to guard or warn against known dangerous conditions.

I further agree, for myself, my successors, heirs, and family NOT TO SUE Reading Rocks, Inc., t/a Reading Rocks, their agents or employees, as a result of any injuries I incur in connection with climbing (including bouldering, rappelling and rope course elements) on or in connection with any activities occurring on the property upon which the climbing (etc.) area is situated.

please initial

I agree as follows. References to "you/r" refer to Reading Rocks, Inc., its agents, employees, successors and assigns. I recognize that you, as a provider of services, will operate under COVENANT OF GOOD FAITH and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities, or problems in the group, and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the protection of myself and/or other participants. I acknowledge that no guarantees have been made with respect to climbing, bouldering, rappelling or rope course objectives.

I expressly state that I will not participate while under the influence of alcohol, controlled substances or any medications, which could impair my physical or mental abilities.

This agreement applies to each and every time I participate at Reading Rocks and as long as I participate there; or at any other location at which Reading Rocks and/or Reading Rocks, Inc. operates or supervises climbing, bouldering, rappelling or rope course activities, until it is cancelled or modified by written agreement.

This agreement is severable; that is, if any part of it is held by a court of law to be unenforceable, I agree that the rest of it shall nevertheless be effective. This agreement shall be interpreted under the law of the Commonwealth of Pennsylvania.

I UNDERSTAND THE RISKS OF CLIMBING, BOULDERING, RAPPELLING AND ROPES COURSE ELEMENTS AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS OF THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT, AND AGREE TO BE LEGALLY BOUND BY ITS PROVISIONS.

Guardian's Signature (if Climber is a Minor) Date Relationship

Climber's Signature Date

Additional space for Family Members (minors)

Climber's Name (Print) _____

Address _____

Street

City, State, Zip

Telephone _____