

# THE GRAVITY VAULT INDOOR ROCK GYMS

## TERMS OF GYM USE AND WAIVER AND RELEASE OF CLAIMS AGREEMENT

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40 Watchung Avenue, Chatham, NJ 07928

201.934.ROCK (7625)  
973.701.ROCK (7625)

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of User \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

### **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, LLC, 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 HEREBY **WAIVE, RELEASE, AND DISCHARGE** FOREVER, THE GYM 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, 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 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.

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's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**If under 18, signature of a parent or legal guardian is also required.**

I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE ABOVE SIGNED CHILD AND CAN AUTHORIZE THE RELEASE OF LIABILITY FOR THIS CHILD.

\_\_\_\_\_ **(Initial)**

**PRINT** Parent/legal guardian name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Emergency Contact Name	Relationship	Phone
_____	_____	( ) _____ - _____