

Climb Nashville, LLC

Release of Liability, Assumption of Risk, & Indemnity Agreement

I, the undersigned Participant, desire to use any and all Climb Nashville, LLC ("Climb Nashville") facilities (the "Facility") and/or to participate in other activities at any locations, either indoor or outdoor, which are sponsored by or involving Climb Nashville, including but not limited to: rock climbing, descending, and belaying; bouldering; use of climbing-related equipment; use of exercise equipment; participation in exercise classes; and all other climbing-related activities ("Climb Nashville Activities"). In consideration of Climb Nashville permitting me to use the Facility and/or permitting me to participate in Climb Nashville Activities, I have agreed to execute this Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Release"). The Release shall apply to Climb Nashville, LLC; Nashville School of Climbing; Brock-Sloss, LLC; Bro-Seph Productions, LLC; and any of their respective members, officers, directors, employees, agents, representatives, assigns, and any affiliated persons, corporations, landlords, property owners, or entities (the "Released Parties").

ACKNOWLEDGMENTS

1. I acknowledge that there is an inherent danger in the sport of indoor and/or outdoor rock climbing, including, but not limited to, danger associated with climbing, descending, and belaying. I also acknowledge that there are certain dangers associated with the use of or participation in other Climb Nashville Activities, including but not limited to the use of exercise equipment or participation in group exercise classes. **I UNDERSTAND THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE THE INHERENT DANGERS ASSOCIATED WITH THESE AND OTHER CLIMB NASHVILLE ACTIVITIES.**
2. I acknowledge the hazards of climbing, including without limitation: falling because of improperly placed gear, loose or falling equipment or gear; getting dirt or other materials in the eyes; falling because of improperly tied knots or rope technique, or improperly buckled harnesses; acts of other participants; being hit by falling persons, equipment, or debris; falling onto another person, ledge, or other protrusion; cuts, bruises, muscle and tendon strain; twisted or sprained ankles; rope burns; paralysis; concussions; and even death. I understand that there are unknown and unforeseeable hazards associated with Climb Nashville Activities.
3. I acknowledge that any climbing instruction that I may receive from the Released Parties is general in nature and may not apply to all climbing conditions. I understand that any instruction that I do receive does not prepare me to climb without supervision.
4. I understand that climbing gear can become damaged and/or defective, and that the same can pose a hazard. I am capable of examining and assessing my own equipment that I use during a climb. If damage occurs to equipment belonging to Climb Nashville while I am using it, I will bring it to the attention of the Climb Nashville staff in charge so that they can evaluate the equipment.
5. I understand that wearing a helmet does not eliminate the dangers associated with Climb Nashville Activities, but that in certain instances a helmet can reduce the risk of permanent injury or death. I understand that Climb Nashville recommends that I wear a helmet during all Climb Nashville Activities, and that if I choose not to wear a helmet, I do so against their advice. **I AGREE TO ASSUME ALL RISK OF INJURY AND/OR DEATH THAT MAY OCCUR AS A RESULT OF NOT WEARING A HELMET.**
6. I confirm that I am physically and mentally capable of participating in all Climb Nashville Activities. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity or using the equipment, I am obligated to cease participation in the activities immediately. I know of no other reason why I am unfit to participate in Climb Nashville Activities.
7. I have read and agree to abide by the rules in this Release, the Climb Nashville, LLC Rules of Conduct, and any other rules that may be posted throughout the Climb Nashville Facility or climbing sites.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY

I EXPRESSLY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH MY PARTICIPATION IN OR USE OF ANY AND ALL FACILITIES OR CLIMB NASHVILLE ACTIVITIES, INCLUDING THE RISKS OF INJURY, PARALYSIS, OR DEATH. MY PARTICIPATION AND USE IS PURELY VOLUNTARY, AND I ELECT TO DO SO IN SPITE OF THE RISKS.

I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGES, ACTIONS, CLAIMS, EXPENSES, OR COSTS, INCLUDING ATTORNEY'S FEES, WHETHER KNOWN OR UNKNOWN, ANTICIPATED, SUSPECTED, OR UNSUSPECTED, RELATING TO, ARISING FROM, OR AS A RESULT OF ANY ACTIVITY, OCCURRENCE, OR EVENT INVOLVING CLIMB NASHVILLE, ANY OF THE RELEASED PARTIES, OR MY PARTICIPATION IN ANY CLIMB NASHVILLE ACTIVITIES OR USE OF ANY FACILITY. THIS RELEASE EXPRESSLY INCLUDES, WITHOUT LIMITATION, SUCH LOSS, LIABILITY, DAMAGES, ACTIONS, CLAIMS, EXPENSES, OR COSTS ALLEGED TO BE CAUSED BY NEGLIGENCE, WHETHER CAUSED BY ME, BY A THIRD PARTY, BY AN UNKNOWN PERSON OR CAUSE, OR BY THE RELEASED PARTIES.

VENUE, JURISDICTION, AND WAIVER OF JURY TRIAL

The laws of the State of Tennessee 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 the Released Parties shall be brought solely in the Circuit Court for Davidson County, Tennessee. **I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION INVOLVING ANY RELEASED PARTY.**

PHOTOGRAPHY

I give the Released Parties permission to use any photograph taken of me at an event sponsored by Climb Nashville to be used in promotional materials, brochures, and/or websites.

I HAVE CAREFULLY READ THIS RELEASE, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS, AND FULLY UNDERSTAND ITS CONTENTS AND IMPLICATIONS. This Release shall continue in perpetuity until revoked in writing by Climb Nashville or by me, with copy delivered to all parties, or until replaced by a new release or waiver.

Name of Participant: _____

Signature of Participant: _____

Date and Phone Number: _____

TO BE COMPLETED IF PARTICIPANT IS A MINOR

I, _____, represent that I am the parent or legal guardian of the above-named Participant, and hereby consent to their use of the Facility and/or participation in Climb Nashville Activities. In consideration therefore, I agree to be bound by the terms and conditions of this entire Release. I specifically agree to indemnify, hold harmless, and defend the Released Parties from and against any loss, liability, damages, actions, claims, expenses, costs and attorney's fees, including any brought by, on behalf of, caused by the above-named Participant, or arising out of their participation in Climb Nashville Activities.

Name of Participant: _____

Signature of Parent/Legal Guardian: _____

Date and Phone Number: _____

Climb Nashville, LLC

Rules of Conduct

1. All Climbers must use proper equipment. Equipment brought into Climb Nashville facilities shall be used at the sole and exclusive risk of the owner of such equipment.
2. Climbing gear can become damaged and/or defective. All Climb Nashville participants must be capable of examining and assessing the equipment they use during a climb. If damage occurs to equipment belonging to Climb Nashville while it is being used, bring it to the attention of the Climb Nashville staff in charge so that they can evaluate the equipment.
3. Before belaying, lead climbing, or lead belaying, you must receive written approval from a Climb Nashville staff member.
4. All belayers and climbers must use proper belay technique and agree to **DOUBLE CHECK** their set-up before beginning the climb. The belayer will check the climber's gear and knots, and the climber will check the belayer's system and exchange confirmation that the setup is correct. This is important and **must be performed at the start of EACH AND EVERY CLIMB!**
5. Demonstrate caution around all pipes at the top of the walls. Do not grab them; they are part of the emergency sprinkler system for the gym.
6. Lead climbing and top outs on the boulder require certification. You must be wearing a wristband issued by Climb Nashville in order to lead climb or top out. Climbing lead routes or topping out is not permitted by anyone not wearing a wristband issued by Climb Nashville. Breaking these rules is grounds for immediate removal.
7. Lead climbing at Climb Nashville is a privilege. Lead climbers that do not abide by the lead climbing rules will be warned, and lead privileges may be taken away. Practice lead falls are not allowed in any Climb Nashville facility except in lessons supervised by Climb Nashville staff.
8. Bouldering is allowed only over padded areas. Do not Boulder underneath roped climbers. It is recommended to have a minimum of one spotter per climber when Bouldering. When Bouldering, the Boulderer's feet shall not pass above a height that is equivalent to the height of the shoulders of the Boulderer when standing on the floor. A climber's voluntary participation in Bouldering indicates their knowledge that Bouldering is very dangerous and that a spotter may not prevent injuries. Spotters understand that they may be injured by the Boulderer if they should fall.
9. Participants at Climb Nashville must be at least 13 years of age in order to belay, boulder, lead, or use exercise equipment.
10. Guests age 12 and under must be accompanied by a parent or guardian at all times.
11. Do not swing on the ropes, sit on padding, or run. Unruly conduct will be cause for removal from the gym.
12. No food or drinks are allowed on the padded areas.
13. Climb Nashville is not responsible for lost or stolen items.
14. No climbing or belaying is allowed while under the influence of intoxicating substances.
15. The use of vulgar language or improper conduct is not permitted.

Climb Nashville reserves the right to add to the above list as we see appropriate in an effort to provide a safe environment for our patrons.

Refusal to abide by any Climb Nashville rules can be cause for the loss of climbing privileges without a refund.

I agree that I have read and fully understand these Rules of Conduct, and I will abide by these Rules, as well as other posted throughout all Climb Nashville facilities and climbing sites.

Name of Participant: _____

Signature of Participant: _____

Date and Phone Number: _____

TO BE COMPLETED IF PARTICIPANT IS A MINOR

Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date and Phone Number: _____