

## MetroRock PARTICIPANT AGREEMENT

Rock Starr LLC, 321 Starr St, Brooklyn, NY 11237 / 929-500-7625 / www.MetroRock.com

### PLEASE READ CAREFULLY. YOU MUST COMPLETE AND SIGN THIS FORM BEFORE PARTICIPATING!

**COVID-19:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

MetroRock cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing MetroRock's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize MetroRock's services and/or enter onto MetroRock's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19. **ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my child(ren) in order to utilize MetroRock's services and enter MetroRock's premises. These services are of such value to me and/or to my child(ren), that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize MetroRock's services and premises in person. **WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against MetroRock and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing MetroRock's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**WARNING:** You and MetroRock (also referred to herein as "Company") acknowledge that there are significant elements of risk in any indoor or outdoor adventure, sport, or activity associated with a "rock gym" or climbing program, climbing wall, bouldering area, autobelay equipment, challenge course, slack line, yoga, parkour, and incidental weight and fitness training regimens and equipment (referred to herein as "Activity"). You acknowledge that this Activity has substantial risks. Climbing is dangerous and there are inherent risks to climbing. Certain risks cannot be eliminated without destroying the unique character of the Activity. **The same elements that contribute to the unique character of the Activity can be causes of loss or damage to your equipment, or accidental injury, illness, or even permanent trauma or death.** The intention is not to frighten you or reduce your enthusiasm for this Activity, but it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGMENT OF RISKS:** I/We (the participant/s) acknowledge that the following describes some, but not all of the risks associated with Activity: 1) Slips, falls and painful crashes into walls, structure, equipment, holds, rocks, or other obstacles; 2) Slips, falls, and crashes associated with crossing, descending, climbing, or down climbing; 3) Injury due to equipment failure; 4) My/Our physical strength, coordination, sense of balance, and ability to follow or give directions, including while climbing, belaying, lifting, or spotting; 5) Fatigue, chill and/or dizziness, which may diminish my/our reaction time, and increase the risk of accident; and 6) My/Our own actions or omissions and the actions or omissions of other participants. I/We understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. I/We should consult with my/our physician or have a physical examination before engaging in Activity, especially if I/we are elderly, pregnant, unaccustomed to physical exertion, have physical limitations or a history of high blood pressure, heart problems, or other chronic illness.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the Activity which I, and any minor children for which I am responsible, will engage in, I/we confirm that I am (we are) physically and mentally capable of participating in the Activity and/or using equipment. I/We participate willingly and voluntarily and I/we understand that the Company cannot guarantee that any facility or equipment is free of risk. I/We also assume responsibility for damage to or loss of my/our personal property, and in no event shall the Company's liability with respect to personal property exceed the lesser of the actual value or \$100.00. I/We also assume risk for accidents or injuries caused by my/our own negligence or errors whether or not such negligence is comparative or contributory. I am (we are) aware of the meaning of the terms "Unroped Climbing" (aka "Bouldering"), "Top Rope Climbing," and "Lead Climbing" and understand the differences between the activities. I/We accept that lead climbing is the most dangerous due to the hazard to both leader and follower. **I/We agree to be "checked out" on climbing and belaying skills prior to participation, and that I/we have read, understand, and will follow all MetroRock General Policies and Climbing Policies.** I authorize myself, and any minor children for which I am responsible, to participate in and individually sign-off as having completed a bouldering and/or an autobelay orientation, which I understand must be done before engaging in the activity. I/We acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that wearing a UIAA approved helmet may help assist in the prevention of head and/or neck injuries. I/We understand that the sport of indoor rock climbing is not the same as the sport of outdoor rock climbing, that outdoor rock climbing requires additional skills and instruction that I/we cannot obtain by indoor rock climbing, and that no amount of experience and instruction in indoor rock climbing will provide me/us with the skills or instruction necessary for outdoor rock climbing. I/We assume the risk(s) of any and all personal injury, accidents and/or illness, including, but not limited to, sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia); head, neck, and/or spinal injuries; heat exhaustion and/or heat stroke; shock, paralysis, and/or death that are not caused directly and solely by the willful misconduct of the Company or its employees, agents, or affiliates. I/We agree to use care in the use of the Company's facilities, equipment, and services and to protect against accidents by other parties. All participants must use proper equipment. Any personal equipment used by participant(s) shall be used at the sole and exclusive risk of the participant(s). By using personal equipment participant(s) is/are solely responsible for inspecting and assessing the quantity and quality of such equipment.

**PARTICIPATION:** I/We recognize that the Company may find it necessary to terminate an Activity due to forces of nature, medical necessities, or problems in the group or any member of the group; and/or refuse or terminate the participation of any person the Company determines in its sole discretion to be incapable of meeting the rigors or requirements of participating in the Activity. I/We accept the Company's right to take such actions in the Company's discretion. I/We acknowledge that no guarantees have been made with respect to climbing objectives.

**AUTHORIZATION:** I/We hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the Activity. I/We either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. For valuable consideration, including digital copies upon request, I/We irrevocably consent to and authorize the use and reproduction by the Company, or anyone authorized by the Company, of any and all photographs and images which have been taken of me/us, for any purpose whatsoever, without further compensation to me/us.

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**GOVERNING LAW AND JURISDICTION; PREVAILING PARTY; DURATION:** This Participant Agreement shall be governed in all respects by the substantive laws of the state in which the cause of action arises, without regard for conflict of law principles of such state. I/We hereby irrevocably submit to personal jurisdiction in any action brought in any court, federal or state having subject matter jurisdiction arising under this Participant Agreement within Kings County, New York, and I/We hereby waive, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any action. I/We hereby waive the right to a trial by jury. In the event that I/we commence an action against the Company or any of its affiliates and fail to obtain judgment or receive partial judgment, I/We shall be liable to the Company for all costs and expenses the Company or its affiliates incurred in the defense of the action or any claims on which I/We did not prevail, including attorneys' fees. This Participant Agreement supersedes all prior participant agreements, contracts, and understandings, whether oral or written, between me/us and the Company. It shall not expire and shall continue in full force and effect unless superseded, modified, or terminated in a written agreement signed by me/us and acknowledged by the Company.

**I/we certify that I/we have read and understand each section of the foregoing Participant Agreement, and understand, acknowledge, and agree to all of the language therein. I KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.**

Today's Date: ____/____/____	Participant's Name (printed) _____	Date of Birth: ____/____/____
Street Address: _____	City: _____	State: ____ Zip: _____
Phone: _____	E-mail: _____	
Emergency Contact Name: _____	Relationship: _____	Phone: _____
Participant's Signature (if 18 or older) : _____		
If the Participant is under 18, the Parent or Legal Guardian must sign: _____		