

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

Earth Adventures Unlimited, Inc. * 1804 West Main St. * Fort Wayne, IN 46808 * 260-424-1420

In consideration of the services of Earth Adventures Unlimited, Inc., their agents, owners, officers, volunteers, participants, employees, and all the other persons or entities acting in capacity on their behalf (herein after collectively referred to as "EAUI"), I herby agree to the release, indemnify, and discharge EAUI on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things, falling off the wall; loose and/ or artificial holds: rented equipment failure: falling to the ground, falling on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and or belayer failure; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence. Furthermore, EAUI employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I herby voluntarily release, forever discharge, and agree to indemnify and hold harmless EAUI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of EAUI's equipment or facilities, **including any such claims which allege acts or omissions of EAUI.**

4. Should EAUI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.

5. I certify that I have adequate insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against EAUI, I agree to do so solely in the state of Indiana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void, or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or if property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against EAUI on the basis of any claim form which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____

Address: _____

Phone: _____ Date: _____

**PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) Minor being permitted by EAUI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless EAUI from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: _____

Print Name: _____ Date: _____

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Safety Policies and Procedures of Earth Adventures Unlimited, Inc.

Please read and sign.

The following are the Safety Policies and Procedures of earth Adventures Unlimited, Inc. They are not all inclusive and the user of the Earth Adventures Unlimited, Inc. facility recognizes that they have responsibility to conduct themselves and any and all persons under their control or supervision, including minor children, in a proper, courteous, and safe manner during all times they are on the Earth Adventures Unlimited, Inc. property.

1. In consideration for the use of the Earth Adventures Unlimited, Inc. facility and equipment, you agree to accept full responsibility for your own safety and the safety of others while on the premises and to abide by and help enforce the following Safety Policies and Procedures.
2. All persons using or being a spectator of the Earth Adventures Unlimited, Inc. facility shall have signed an Acknowledgment, Waiver, and Release from Liability Agreement, and if requested to gain access to the facility, present photo identification.
3. Only approved climbers/spectators will be allowed in the climbing area.
4. All users of the Earth Adventures Unlimited, Inc. facility have an affirmative duty to inform employees of Earth Adventures Unlimited, Inc. as well as fellow climbers/belayers of any situation seen as being unsafe or not in compliance with these Safety Policies and Procedures. All climbers are requested to assist and encourage less experienced climbers.
5. All accidents or equipment damage or failures shall be reported to an employee of earth Adventures Unlimited, Inc. immediately.
6. Earth Adventures Unlimited, Inc. reserves the right to deny access to its facilities to any person, permanently or for a specific period of time, for any breach of this agreement or failure to strictly adhere to the Safety Policies and Procedures or for any conduct that is viewed as unsafe, inappropriate or unhealthy, including, but not limited to, horseplay, foul or rude language, or defiance of a Earth Adventures Unlimited, Inc. employee's request.
7. Earth Adventures unlimited, Inc. is a Drug, Tobacco, and Alcohol Free Zone for all persons.
8. All images on film or photographs taken by or given to Earth Adventures Unlimited, Inc. become the property of Earth Adventures Unlimited, Inc. and may be used for promotional or commercial purposes.
9. Running is not permitted anywhere in the building.
10. Tampering with handholds, route markers, floor mats, or other fixed equipment is not permitted by unauthorized personnel.
11. No food or drink is permitted in the climbing area. All climbers and spectators are required to dispose of trash in an appropriate waste receptacle and leave the climbing area in the same, or better condition than when they arrived.

I have read, understood, and agree to, on behalf of myself and/or on behalf of any minor children that I am responsible for, the above Safety Policies and Procedures.

Signature Printed Name Date