



Triangle Rock Club/Adventure Capitalists, Inc.
 ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER
 OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT
 102 Pheasant Wood Court • Morrisville, NC 27560
 919.463.7625 • TriangleRockClub.com

ADULT
 RELEASE
 FORM

Participant's Full Name (Print) _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____ How did you hear about us? _____

Email Address _____ Phone: _____

*All Fields Are Required

In consideration of Triangle Rock Club/Adventure Capitalists, Inc. ("TRC") giving me the opportunity to participate in climbing activities, including, but not limited to, climbing, bouldering, belaying, lowering on ropes and rescue systems at TRC, the right to engage in technical rock climbing, rock wall climbing, rock climbing classes, rappelling, other activities related in any way to rock climbing or "rock gym" activities, which I participate in or any other activity or service provided to me by TRC ("Climbing Activities"), I, for myself, my personal representatives, assigns, heirs and next of kin, state and agree to the following:

ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

I acknowledge, agree and represent that I understand the dangerous nature of Climbing Activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that Climbing Activities entail known, unknown and unanticipated risks, seen and unseen, which could result in physical or emotional injury, paralysis, death, or damage to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

I agree to assume all risk and bear full responsibility for any injury or damage I may suffer while participating in Climbing Activities, including, but not limited to, any negligence on the part of TRC. I have no physical or mental limitations which would preclude my safe use of the climbing walls, climbing equipment, or exercise equipment, or being in the landing zones ("Walls") and/or I assume all risks that may be created by such limitations. I further certify that I am not currently mentally impaired or under the influence of drugs or alcohol and am otherwise legally competent to understand and enter into this Agreement. I am assuming the hazard of this risk upon myself since I wish to climb. The risks outlined in this Agreement are not exhaustive and I acknowledge that there may be other risks, hazards, and dangers that, based on the circumstances, are integral to Climbing Activities.

RELEASE, INDEMNIFICATION AND PROMISE NOT TO SUE

I hereby RELEASE, COVENANT not to sue AND DISCHARGE TRC, its owners, shareholders, investors, agents, employees, attorneys, legal representatives, successors and assigns, and its directors, officers, contractors, representatives, divisions, subsidiaries, affiliates, other participants in the Climbing Activities, and all persons and entities acting by, through, under, or in concert with them ("Releasees") from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of any of the Releasees or otherwise, and I further agree that if I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as a result of such claim. This release is binding on my heirs, assigns, and agents. In the event that I file a lawsuit against Releasees, I agree to do so solely in the state court located in Wake County, North Carolina.

FACILITY RULES AND AGREEMENTS

I will comply with ALL TRC rules, both written and as stated to me by TRC during my participation in Climbing Activities. I will obey the TRC staff in regards to those rules as they affect my safety, other participants and observers, the property of TRC, and all resources used in conjunction with Climbing Activities. I agree and warrant that I will inspect each portion of the Climbing Activities in which I take part and that if I find any condition which I consider to be unacceptable, hazardous or dangerous, I will notify the TRC staff and will refuse to take part in the Climbing Activities until the condition has been corrected to my satisfaction. I understand that use of the Walls and/or any instruction I receive at TRC is not sufficient to prepare me for the risks and hazards of indoor or outdoor climbing. Furthermore, I understand that the teaching of rock wall and rock climbing safety procedures is not allowed in the facility except by TRC staff. I understand that TRC reserves the right to refuse or terminate service for any non-discriminatory reason at any time.

I am aware of the safety policy recommending the use of a protective helmet which could prevent permanent brain damage or other injury in the event of an accident. I am also aware it is my responsibility to provide and use a protective helmet according to the manufacturer's specifications while participating in Climbing Activities.

I have read this Agreement, understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I also agree that if any portion of this Agreement is held to be invalid, illegal, or unenforceable, that portion of this Agreement shall be deemed separate, distinct and independent, and shall be ineffective to the extent it (i) invalidates the remaining provisions of this Agreement under applicable law or (ii) affects the legality, validity or enforceability of this Agreement.

I certify that I am at least 18 years of age and that no other representations have been made to me that change, alter, or modify anything within this Agreement. Additionally, I give TRC permission to use in its marketing materials any picture in which my likeness appears unless I notify TRC in writing otherwise.

Printed Name _____

Signature of Participant _____ Todays Date _____

Emergency Contact Name _____ Phone _____

Relationship to climber _____

Staff Use Only: Email: yes no