

First Avenue Rocks

PARTICIPANT LIABILITY RELEASE AGREEMENT

2417 1st Avenue South
Birmingham, Alabama 35233

Participant NAME: _____ **Birth Date:** _____
(Please print legibly)

Street: _____ **Email:** _____

City: _____ **State:** _____ **Zip:** _____

Emergency Contact
Name/Relationship: _____

Emergency
Contact Phone: _____

USER TERMS AND CONDITIONS

1. First Ascent, LLC DBA first Avenue Rocks and any of its employees, directors, officers, agents, representatives, or assigns (hereinafter "First Ascent") reserves the right in its sole discretion to refuse entry, or to remove any User ("Participant") including his/her Guest from First Ascent's property (the "Facility") or from participation in any activity organized by First Ascent, including but not limited to portable wall climbing or guided instruction in the outdoors (hereinafter "Outside Activities") for any reason whatsoever. Any such refusal of entry or removal by First Ascent shall be in its sole discretion.
2. First Ascent shall not be responsible for the safekeeping, loss, theft or damage of any Participant's property or the property of any Guest of Participant that is brought into the Facility or brought on any Outside Activity.
3. Participant shall comply with and observe all rules and regulations of First Ascent and the terms and conditions of this Agreement at all times and shall assure that his/her Guest(s) complies with and observes the same.
4. Should Participant or his/her Guest(s) damage or break any of First Ascent's equipment or property, Participant shall be liable for the reasonable cost of necessary repairs or replacements to such equipment or property.
5. First Ascent is authorized by the Participant to use, store or transfer, as First Ascent may consider necessary, the Participant's personal information, for any and all purposes in connection with the Facility and services provided by First Ascent and/or for the purpose of promoting, improving and furthering the interests of First Ascent. Participant acknowledges this may include posting their photos and/or names online, and/or in publications.
6. Any delay or failure by First Ascent to exercise its rights and/or remedies under this Agreement does not constitute a waiver of any of such right or remedy.
7. The terms and conditions herein (as amended from time to time) constitutes the entire agreement between the Participant and First Ascent (other than First Ascent's Membership Agreement if Participant is a Member) regarding the Participant's use of the Facility and supersedes all previous agreements, understandings and arrangements, written or oral, between the Participant and First Ascent in relation to such matters.
8. In the event of an emergency, First Ascent is authorized to notify the person(s) listed under Participant's emergency contact information.

FIRST ASCENT LIABILITY WAIVER

I (Participant) understand that roped climbing, bouldering, weight lifting, cardiovascular training, yoga, and other activities now available or that may become available at the Facility in their various forms, as well as preparation for participation in, coaching or spotting, volunteering, and all other aspects involved with these activities ("collectively referred to hereinafter as "Activities") are inherently dangerous activities involving many RISKS, DANGERS, AND HAZARDS. These risks, dangers and hazards include, but are not limited to, falling, collisions with objects, people or structures, being struck by other participants or objects, loose holds or other equipment failure, the actions of other participants including negligence or inexperience of the Participant's partner(s), overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events or circumstances. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURANCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in the participation of the Activities. I also understand that maintenance of the Facility and equipment, training, coaching, instruction, supervision, enforcement or lack thereof of any rules or regulations, route setting, or any added safety measures (hereinafter "Associated Activities") by First Ascent, its subsidiaries, affiliates, officers, directors, employees, agents, volunteers, agents, coaches, instructors, contractors, representatives, competition organizers and sponsors, and equipment providers do not and cannot guarantee my safety.

I (Participant) hereby represent that I am fit and suffer from no adverse health condition or effect that would limit my ability to participate in any Activities offered by First Ascent.

I (Participant) hereby represent that any of my own equipment that I use at the Facility is safe and in no way shall First Ascent be liable for any damages caused to myself or a third party for any failure of any such equipment.

I (Participant) hereby represent that I have conducted a thorough visual inspection of the Facility and equipment I will be using and I am aware of any potential hazards associated with the Facility and/or such equipment.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Activities and the Associated Activities, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT, OR EVEN FATAL INJURIES, even if I follow the instructions or advice of First Ascent.

Initials _____

RELEASE

In consideration of First Ascent's acceptance of my membership application or day use of the Facility, and in spite of the risk of severe or permanent injury or even death, the undersigned agrees as follows:

1. I (Participant) hereby unconditionally WAIVE AND RELEASE ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND OR NATURE AGAINST FIRST ASCENT, AND ANY MANUFACTURERS OR DISTRIBUTORS OF EQUIPMENT USED BY FIRST ASCENT, RELATED IN ANY WAY TO THE ACTIVITIES OR THE ASSOCIATED ACTIVITIES. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES BUT IS NOT LIMITED TO ANY SUCH CLAIMS OR CAUSES OF ACTION, present or future, related to injury or damage to Participant, his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Participant engaging in any Activities and from Associated Activities, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of FIRST ASCENT.

CONTINUED ON BACK...

**FIRST ASCENT CLIMBING CLUB
PARTICIPANT AND LIABILITY WAIVER AGREEMENT**

2. Participant agrees to hold harmless, defend and indemnify First Ascent from any claim or action, present or future, related to injury or damage to Participant, his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Participant's participation in any Activities and from Associated Activities, due to any cause whatsoever including negligence and/or breach of express or implied warranty on the part of First Ascent.
3. Participant hereby RELIEVES FIRST ASCENT OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities, Outside Activities or Associated Activities in which First Ascent is involved in any way.
4. In the event Participant does suffer any type of damages or injury, Participant shall notify First Ascent immediately of any such occurrence or cause.
5. Participant authorizes First Ascent to stabilize, obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of First Ascent medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS First Ascent of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Participant also authorizes disclosure of any protected medical information in the possession of First Ascent that is necessary to provide, coordinate or manage members healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.
6. This Liability Waiver shall continue in effect in perpetuity so that each time Participant or Member uses the Facility or participates in any Outside Activities from the date this waiver is signed forward he/she shall be bound by the terms and conditions herein.
7. If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected hereby.
8. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Alabama, without reference to principles governing choice or conflicts of laws. In addition, Participant agrees and consents not to sue or make claim against any above-mentioned parties, and that any action or claims relating in any way to this Agreement, the rights conferred hereby or the use of the Facility, including claims for personal injury or related loss must be resolved by arbitration in Birmingham, Alabama according to the then prevailing rules and procedures of the American Arbitration Association ("AAA"), including the AAA's Optional Rules for Emergency Measures or Protection. The party prevailing in any such arbitration shall be entitled to recover its costs of arbitration including attorneys' fees. The arbitrator's award will be final and binding and judgment may be entered in any Alabama court of competent jurisdiction.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

SIGNATURE: _____ **DATE:** _____
(18 years and older only)

SIGNATURE OF PARENT OR LEGAL GUARDIAN REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18

As the parent or legal guardian of the minor child Participant named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, Participant, and any other parent or legal guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against First Ascent arising out of Participant's participation in any Activities or related in any way to the Associated Activities. I further agree to hold harmless, defend, and indemnify First Ascent of and from any claims from third parties arising from or related to the minor child Participants' participation in any Activities or Associated Activities.

PARENT OR LEGAL GUARDIAN'S SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____
(please print legibly)