

**IMPORTANT: RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT ("Agreement")**

PLEASE READ CAREFULLY!!!

This Agreement informs you about your responsibilities and assumption of risks, and includes a release and waiver of liability, indemnification, and surrender of certain legal rights.

In consideration of the services provided by North Summit Ventures, LLC d/b/a North Summit Climbing Gym (hereinafter "Gym") and its agents, owners, officers, directors, employees, representatives, landlords, partners, joint venturers, and all other persons or entities associated with the foregoing (hereinafter "Released Parties"), and in consideration for the opportunity to enter upon the Gym's indoor rock climbing facility at 481 Bushkill Plaza Lane, Wind Gap, PA 18091, and to participate in activities at that location, that are sponsored by any of the Released Parties, I, the Participant, including Parent(s) and/or Legal Guardian(s) of minor participants, agree as follows:

I am of legal age, have received a completed copy of this Agreement, have read and understood the entire Agreement, including but not limited to the release and waiver of liability and indemnity.

Signature of participant or participant's parent/guardian if participant is a minor

Acknowledgment and Assumption of Risks: (Initial each paragraph)

_____ 1. I acknowledge and accept notice that that there are intrinsic dangers and risks associated with participating in activities at a "rock climbing gym", including, the potential for permanent paralysis or death. I voluntarily accept these risks and agree to participate in these activities in spite of these risks. Injuries from a climbing gym can include, but are not limited to: (1) slips, falls, and painful crashes into walls, holds, rocks, or other obstacles; (2) slips, falls and crashes associated with crossing, climbing, or down climbing; (3) injury due to equipment failure; my/our physical strength, coordination, sense of balance, and ability to follow or give directions, including while climbing, belaying, lifting, or spotting; (4) injuries caused by other people, dropped items, or broken holds; (5) falling off or from the climbing wall; (6) injuries from rope stress, abrasion, or entanglement; (7) injuries from failure of ropes, knots, belays, auto-belays, slings, harnesses, climbing holds, anchor points, or any other part of the climbing wall.

_____ 2. I KNOWINGLY AND FREELY ACKNOWLEDGE AND ASSUME ALL SUCH RISKS (as set forth in paragraph 1 above), and including but not limited to risk of bodily injury, death, or property damage, both known and unknown, except those arising from gross negligence of those persons released from liability below, and I assume full responsibility for my participation and use of the Gym's facilities.

_____ 3. I AGREE TO COMPLY with all rules and regulations promulgated by the Gym. If I have any questions, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Gym employee. I agree not to participate while under the influence of drugs or alcohol.

_____ 4. I, for myself, my spouse, my heirs, assigns, personal representatives and next of kin, DO HEREBY FORVER DISCHARGE, RELEASE, AND HOLD HARMLESS the Gym and Released Parties of and from all claims, demands, damages, losses, actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, penalties, costs, attorney's fees, and other related expenses, of whatever kind or nature, whatsoever at law or in equity, whether present, future, known or unknown, foreseen or unforeseen (including, but not limited to, claims for personal injury, death, disability, and property damage), relating to, arising out of or regarding or as a result of the use of the Gym, climbing wall, equipment, location or facilities, or any activity sponsored by the Gym regardless of whether the act or omission complained of was caused in whole or in part by the negligence, in any form, of the Gym to the fullest extent permitted by the law of the State of Pennsylvania.

_____ 5. I FURTHER RELEASE the Gym from any claim whatsoever on account of first aid, treatment, or service rendered to me during my participation in the use of the climbing wall, equipment, and related facilities. I authorize the Gym to treat me and transport me to a medical facility and agree to be responsible for the costs of any medical treatment incurred by me.

_____ 6. I FURTHER ACKNOWLEDGE that the equipment used in the sport of indoor rock climbing is subject to unforeseen stress and damage which may cause it to break or become dysfunctional without warning and in that regard I understand that the Gym makes no general, expressed, or implied warranty of any kind regarding its climbing equipment, including but not

limited to the climbing wall, auto-belays, and holds, and I accept the use of its equipment in its "as-is" condition and without warranty.

_____ 7. I recognize that the Gym and Released Parties will operate under a covenant of good faith and fair dealing, but that the Gym and Released Parties 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 Gym and/or Released Parties judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept the Gym's and Released Parties' right to take such actions for the safety of myself and/or other participants.

_____ 8. I affirm that this Agreement supersedes any previous oral or written promises or agreements. I understand that this is the entire agreement between me and the Gym and that it cannot be modified or changed by any representation or statement made by the Released Parties. This Agreement can only be modified in writing duly executed by all parties. Any portion of this Agreement that is deemed unlawful or unenforceable shall not affect the remaining provisions of this Agreement and the remaining provisions shall continue in full force and effect.

_____ 9. I agree that this Agreement and my relationship with the Released Parties are governed by Pennsylvania state law exclusive of its choice of law provisions. Further any mediation, arbitration, lawsuit, or other proceeding arising out of or relating to my participation in activities at the Gym, must be filed or entered into in the Commonwealth of Pennsylvania and only Pennsylvania state law will apply. I agree to the settlement of any dispute first by mediation, then by arbitration.

_____ 10. I grant permission to the Gym and Released Parties, the irrevocable and unrestricted right to produce photographs and video taken of my myself, and any minor participants for which I am executing this Release while at the Gym for any lawful purpose including publication, promotion, illustration, advertising, trade, or historical archive in any manner or in any medium by the Gym. I waive my right and /or any minor participant's rights to any and all compensation stemming from the use of these materials.

I AM OF LEGAL AGE, HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, HAVE READ AND UNDERSTOOD THE ENTIRE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY. I VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION INVOLVING ONE OR MORE OF THE RELEASED PARTIES AND/OR GYM.

PARTICIPANT'S NAME (print) _____ DATE _____

PARTICIPANT'S SIGNATURE _____ DATE OF BIRTH _____

PARTICIPANT'S ADDRESS _____

EMAIL ADDRESS _____ PHONE # _____

EMERGENCY CONTACT _____ PHONE # _____

For minor participants (under the age of 18 on date of participation)

This is to certify that I, a parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, hereby accept the above Agreement as an inducement for allowing this minor to participate and use the Gym and participate in its activities, and do hereby consent and agree to the release and waiver, for myself, my minor child/ward, my heirs, assigns, and next of kin. I hereby release and agree to indemnify and hold harmless the Gym and the Released Parties from any and all liabilities incident to my minor child's/ward's involvement or participation in any use of the Gym, its equipment and facility, as provided in the Agreement above and to the fullest extent permitted by the law of the State of Pennsylvania.

PARENT'S/GUARDIAN'S SIGNATURE

PARENT'S/GUARDIAN'S NAME (print)