

*PLEASE PRINT CLEARLY

Brooklyn Boulders Participant Agreement

Participant First Name _____ Middle Initial _____ Last Name _____

Contact Phone # _____ E-mail Address* _____

Date of Birth ____ / ____ / ____ Address _____ City _____ State _____ ZIP _____

Emergency Contact: Name _____ Phone _____

RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

Initial

• I, the undersigned individual desire to use the Brooklyn Boulders LLC ("BKB") indoor climbing facility located at 575 Degraw Street, Brooklyn, NY 11217 (the "Facility"). In consideration for BKB permitting me to use the Facility, I have agreed to execute this Release of Liability and Assumption of Risks (this "Release").

• I have read the rules and regulations of BKB, posted on the back of this Release, at the cash register and throughout the Facility, and agree to abide by them. Failure to follow the rules of the gym will result in expulsion from the Facility with no refund issued. A copy of these rules is available upon request.

• I received full information regarding the Facility and had the opportunity to ask any questions that I wished. I have examined the climbing wall and have full knowledge of the nature and extent of the risks associated with rock climbing and the use of climbing wall, including, but not limited to: Injuries resulting from falling off or coming down from the climbing wall and hitting the floor or wall faces, Loose and/or damaged artificial holds, musculoskeletal injuries and/or overtraining, head injuries and my own negligence. Injuries may result from the actions or omissions of others including, but not limited to: Falling climbers and dropped items. Cuts, contusions, and abrasions may result from contact with the climbing wall or any other surface; or other climbers, visitors, participants, or persons who may be present. Injury may also result from failure or misuse of belay devices ropes, slings, harnesses, climbing holds, anchor points, floor, mats, slack line, tightrope, rock rings, other training equipment.

• I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the climbing wall and related training facilities. I agree that such list in no way limits the extent or reach of this Release. If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform BKB's employees until corrected or satisfactorily answered.

• I also agree to release and discharge BKB and all of its owners, managers, officers, employees, agents and representatives, as well as all other persons, corporations, or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence, or event involving the Facility or BKB. This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of the Released Parties. I further agree to indemnify, hold harmless, and defend the Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by any of the Released Parties as a result of my using the Facility or participating in any activity sponsored by or involving BKB.

• I realize that from time to time areas of the Facility may be darkened for events, yoga or any other reason BKB sees fit. I understand and accept the risks of using the Facility under such circumstances.

• I agree to any physical adjustments made by yoga instructors during yoga classes unless I clearly state otherwise. I accept any possibility of injury from the following: Movements in class, the movements of others or adjustments made by the instructor.

• The laws of the State of New York shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any of the Released Parties or otherwise in connection with my use of the Facility shall be brought solely in the federal or state courts located in Kings County, New York. BKB reserves the right to use any photograph or video taken at the Facility, whether during the course of a birthday party or private group, during a mountaineering expedition or during any other activity at the Facility, involving BKB or otherwise, in BKB promotional materials, brochures, and website.

• I certify that I have no medical, physical or other condition that could interfere with my use of the Facility, including, but not limited to, any interference with my ability to follow or give directions while climbing, belaying or any other activity within the Facility.

• I understand that indoor rock climbing is not the same as outdoor climbing and that additional skills and training are necessary for outdoor climbing that cannot be acquired indoors. I agree to seek qualified instruction before attempting to climb outdoors.

• I understand that wearing a UIAA or CE approved helmet is strongly recommended and available from BKB for my use while climbing at the Facility. If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result of not wearing a helmet.

• By providing BKB with my email address I agree to receive newsletters, information and other promotions. Email Addresses and other personal information will never be sold and will be kept confidential.

CLIMBING IS INHERENTLY DANGEROUS AND MAY RESULT IN INJURY OR DEATH TO MYSELF OR OTHERS. I AM RESPONSIBLE FOR MY OWN SAFETY. I WILL NOT BE NEGLIGENT IN MY ACTIONS.

I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING ANY RELEASED PARTY.

By signing this Release I attest that the above information is true and correct.

Participant Signature: _____ Date: _____

Print Name: _____

<p>TO BE SIGNED IF PARTICIPANT IS A MINOR</p> <p>I represent that I am the parent or legal guardian of the above named individual and hereby consent to the individual using the Facility and participating in other activities sponsored by BKB. In consideration for BKB allowing the above named individual to use the Facility and participate in the other activities, and in recognition of the inherent and significant risks, I agree that the above named individual will be bound by the rules and regulations of BKB. I agree to supervise the above named individual at all times per these rules and regulations and agree to empower BKB to enforce same if I am not present for group programs, parties and the like. I agree that I am responsible for the above named individual.</p> <p>I further agree, personally and on behalf of the above named individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend the Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by any Released Party to the same extent as in the terms of the indemnification contained in this Release as a result of the above named individual using the Facility or participating in any other activity involving BKB or the Facility.</p> <p>THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.</p> <p>Printed name of Parent or Legal Guardian _____</p> <p>Home Phone _____ Work / Cell Phone _____</p> <p>Signature of Parent of Legal Guardian _____ Date _____</p>
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Brooklyn Boulders Participant Agreement

Brooklyn Boulders Climbing Center Rules and Regulations

General Climbing Center Rules:

- All climbers and observers must check in at the front desk before proceeding to the padded climbing areas or activity room.
- All purchases are non-refundable.
- All memberships and punch cards are non-transferable.
- Climbing is inherently dangerous. Participants must assume the risks of climbing. All climbers, course participants, and individuals operating a safety system at Brooklyn Boulders must sign a release of liability form. Brooklyn Boulders management and staff reserve the right to check harnesses, knots, safety systems, etc. at any time.
- Individuals desiring to top rope belay at Brooklyn Boulders must take and pass the Brooklyn Boulders Tie In / Belay Test. *Those individuals who do not pass or choose to not take the Tie In / Belay Test may climb (but not belay or tie knots) and must wait a minimum of 24 hours before taking or re-taking the test.
- Climbing ropes must be tied directly to the climber's harness. "Clipping" the rope to the harness is prohibited.
- Any individual engaged in the act of belaying should take responsibility for anchoring in from their harness to the appropriate belay anchor. Weight differences between the climber and the belayer can greatly impact the safety of both individuals. Anchoring in at Brooklyn Boulders is highly recommended.
- Grabbing hold of any lighting fixtures or structural members of the building or climbing wall is prohibited at Brooklyn Boulders.
- Any person desiring to lead belay and/or lead climb must successfully pass Brooklyn Boulders Lead Belay and/or Lead Climb test. Upon successful completion of the Lead Climb test an individual may borrow a lead climb rope at the front desk. Borrowed lead ropes are to be used only by those individuals who have passed the Lead Climb test. Only Brooklyn Boulders ropes and equipment may be used for leading.
- All persons using Brooklyn Boulders are expected to respect other individuals in the facility and conduct themselves in good order. Any person deemed by the Management to be behaving in an unsafe or disorderly fashion will be asked to leave the facility. Brooklyn Boulders' staff reserves the right to revoke belay privileges at any time.
- **While using the ropes always wear a belay card (issued by passing a belay test) and expect to be retested at the discretion of the Brooklyn Boulders' staff.**
- Brooklyn Boulders reserves the right to remove people from the premises if found to be unsafe. A refund will not be issued.
- No running in the gym.
- Without prior consent by Brooklyn Boulders, children under 14 years old are not allowed on the Beast feature and nobody under 14 is allowed to belay.
- Use belay devices approved by Brooklyn Boulders.
- No teaching others to belay. Only Brooklyn Boulders' personnel can teach at Brooklyn Boulders.
- Photographs or video may be taken and used for Brooklyn Boulders' use at any time in any way that Brooklyn Boulders sees fit including, but not limited to promotional or instructional use.
- Helmets are required under the Brooklyn Bridge Feature and are available upon request.

Youth Climbers:

- In the interest of safety, youth under the age of 14 must be supervised by an adult (18 years or older) or by a staff member of Brooklyn Boulders at all times. Children under the age of 4 are not permitted in a padded climbing or activity area unless engaged in a climbing activity.
- Children under 14 years old are not allowed on the Beast feature and nobody under 14 is allowed to belay.

Bouldering: (un-roped climbing) is permitted at Brooklyn Boulders in designated bouldering areas, or no higher than 10 feet (head height) in areas designated for roped climbing. **While bouldering, it is the responsibility of the climber to be properly spotted by an individual on the ground and to position crash pads as needed.**

I acknowledge that I have read Brooklyn Boulders' Rules and Regulations, fully understand them, and that a copy is available for my records. Brooklyn Boulders reserves the right to add or change Brooklyn Boulders policies from time to time. Any such addition or change to these policies will be posted in the lobby of Brooklyn Boulders. Climbers and others using Brooklyn Boulders are required to inform themselves of new rules or rule changes.