

## EARTH TREKS CLIMBING CENTER : RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

The undersigned individual desires to use one or more of the Earth Treks Climbing Centers located at 7125-C Columbia Gateway Drive, Columbia, Maryland 21046, and/or 725 Rockville Pike, Rockville, Maryland 20852, and/or 1930 Greenspring Drive, Timonium, MD 21093 (collectively, "Facility") and/or to participate in trips and/or climbing expeditions sponsored by or involving Earth Treks, Inc., Earth Treks Columbia Climbing Center, LLC, Earth Treks Timonium Climbing Center, LLC, Earth Treks Rockville Climbing Center, LLC, and/or Earth Treks Climbing Expeditions, LLC (individually or collectively as the context may require, "Earth Treks"). In consideration for Earth Treks permitting me to use the Facility and permitting me to participate in the trips and/or climbing expeditions (the "Trips"), I have agreed to execute this Release of Liability and Assumption of Risks (the "Release").

I acknowledge that using the Facility, participating in the Trips and participating in other activities sponsored by Earth Treks involves certain inherent risks, including the risk of death or serious personal injury. I agree to assume all such risks, as well as any other risks involved in using the Facility, participating in the Trips or participating in any other activity sponsored by or involving Earth Treks. I also agree to release and discharge Earth Treks and all of its employees, agents and representatives, as well as all other persons or entities that may own, operate or manage each Facility, including but not limited to Colgate Drive Associates, Marlo Plaza III Home Furnishings Center Limited Partnership, and A. Kovens Vending Corporation, as well as any and all other persons or entities that might have any liability whatsoever to me (collectively, 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, the Trips or Earth Treks. 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 Earth Treks and each of the other Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by Earth Treks or any of the other Released Parties as a result of my using the Facility, participating in the Trips, or participating in any other activity sponsored by or involving Earth Treks. In addition, I understand that wearing a helmet while climbing at the Facility or participating in a Trip is recommended. 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.

The laws of the State of Maryland 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 Released Parties shall be brought solely in the Circuit Courts for Howard County, Baltimore County or Montgomery County.

Earth Treks reserves the right to use any photograph taken at the Facility, on a Trip, or in connection with any other activity involving Earth Treks, including but not limited to those taken during an indoor or outdoor course, a birthday party, a group event, or during a climbing expedition, to be used in Earth Treks' promotional materials, brochures and web-site.

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

**THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.** *\*Please print all of the required information legibly.*

Today's Date	First Name (please print)	M.I.	Last Name
Date of Birth	Street Address		
City	State	Zip Code	
Home Telephone Number		Work/Cell Telephone Number	
Signature of Participant		Email Address	

How Participant heard about Earth Treks:

- |   |                                     |   |   |
|---|-------------------------------------|---|---|
| <input type="checkbox"/> Word of Mouth / Referral from Friend | <input type="checkbox"/> Web Search | <input type="checkbox"/> Social Networking (FB, Twitter, etc) | <input type="checkbox"/> Living Social or Groupon |
| <input type="checkbox"/> Online Ad or Referring Website       | <input type="checkbox"/> Print Ad   | <input type="checkbox"/> Other:                               |   |

#### TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual and hereby consent to the individual using the Facility, participating in the Trips and participating in other activities sponsored by Earth Treks. In consideration for Earth Treks allowing the above individual to use the Facility, participate in the Trips and participate in the other activities, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend Earth Treks and all other Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by Earth Treks or the other Released Parties as a result of the above individual using the Facility, participating in the Trips or participating in any other activity involving Earth Treks.

**THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.** *\*Please print all of the required information legibly.*

Signature of Parent or Court-Appointed Legal Guardian	Printed name of Parent or Court-Appointed Legal Guardian
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Date	Home/Cell Telephone Number
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## EARTH TREKS 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 fitness room.
- Climbing is inherently dangerous. Participants must assume the risks of climbing. All climbers, course participants, and individuals operating a safety system at Earth Treks' Climbing Centers (ETCC) must sign a release of liability form.
- ETCC Management and staff reserve the right to check harnesses, knots, safety systems, etc. at any time.
- Individuals desiring to top rope belay at ETCC must take and pass the ETCC 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 ETCC is highly recommended.
- Grabbing hold of any lighting fixtures or structural members of the building or climbing wall is prohibited at ETCC.
- Any person desiring to lead belay and/or lead climb must successfully pass ETCC's 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 ETCC ropes may be used for leading.
- All persons using ETCC are expected to respect other individuals in the Center 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. Earth Treks' staff reserves the right to revoke belay privileges at any time.

### Youth Climbers:

- In the interest of safety, youth under the age of 13 must be supervised by an adult (18 years or older) or by an Earth Treks staff member. Children under the age of 4 are not permitted in a padded climbing or fitness area unless engaged in a climbing activity.

### Bouldering:

- Bouldering (un-rope climbing) is permitted at ETCC 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 Earth Treks' Rules and Regulations, fully understand them and that a copy is available for my records.**

\_\_\_\_\_  
Signature (By Parent or court appointed guardian if under 18)

\_\_\_\_\_  
Date

Official Use Only :

☐

Passed Belay Test

☐

Passed Lead Climb Test

☐

Passed Lead Belay Test