

THE GRAVITY VAULT INDOOR ROCK GYMS

TERMS OF GYM USE AND WAIVER AND RELEASE OF CLAIMS AGREEMENT

107 Pleasant Avenue, Upper Saddle River, NJ 07458 201.934.ROCK (7625)

40 Watchung Avenue, Chatham, NJ 07928 973.701.ROCK (7625)

PLEASE PRINT CLEARLY

Date of Birth ____/____/____

Date ____/____/____

Name of User _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ E-mail _____

Emergency Contact Name Relationship Phone
_____ () _____ - _____

We do not sell or give away customer information.

The Gravity Vault Policies

The Gravity Vault reserves the right to add or change The Gravity Vault policies from time to time. Any such addition or change to these policies will be posted in the lobby of The Gravity Vault. Climbers and others using The Gravity Vault are required to inform themselves of new rules or rule changes.

General Policies:

- All customers MUST check in at the front desk.
- All customers must sign a Waiver and Release of Claims Agreement. Minors 18 years or younger must have their waiver signed by a parent or legal guardian.
- Parents/Legal Guardians are responsible for the behavior of their children while at The Gravity Vault.
- Climbers are not permitted to be under the influence of drugs or alcohol.
- The Gravity Vault staff has the right to revoke climbing privileges either temporarily or permanently for unsafe or inappropriate behavior.
- Memberships are non-transferable.
- The Gravity Vault is not responsible for lost, damaged, or stolen property while in or on the premises, parking lots or other areas within the vicinity of The Gravity Vault.
- No hard sole shoes are allowed on the padded carpet.
- Please pick-up after yourself and help to keep a clean environment for yourself and others.
- There is no smoking in The Gravity Vault – and we encourage you to quit if you do smoke.

Climbing Policies:

- No one under the age of 14 is allowed to belay unless permission is granted by The Gravity Vault management.
- All belayers and climbers must pass a belay test administered by The Gravity Vault staff.
- Bouldering is permitted on the top-rope climbing structure but climbers cannot exceed a vertical height on the top-rope climbing structure greater than the vertical height of the bouldering structures in the facility.
- Climbers must tie in using the rewoven figure eight knot with a double fishermans backup knot.
- In addition to the belay test, all lead climbers and belayers of lead climbers must pass a lead test administered by The Gravity Vault staff.
- Belayers must belay from their harness and not from a fixed anchor point.
- Allowable belay devices in The Gravity Vault include Gri-Gri's only.
- No sitting or lying down while belaying.
- No loose chalk is permitted in The Gravity Vault.
- Route setting shall be performed only by those authorized by The Gravity Vault.

I have read and understand the above rules: _____ (Initial)

AGREEMENT (1) FOR ACKNOWLEDGMENT OF RISK, (2) FOR WAIVER, DISCLAIMER, AND RELEASE OF LIABILITY, (3) NOT TO SUE AND (4) FOR INDEMNITY

I, on behalf of myself (or if signing on behalf of a child or children, on behalf of such child or children) and on behalf of my (or my minor's) heirs, personal representatives, spouse, next of kin, successors and assigns, hereby understand, acknowledge, and voluntarily agree with The Gravity Vault, its shareholders, members, owners, officers, directors, employees, agents, contractors, insurers and/or landlords, and each of their respective successors and assigns (hereinafter collectively the "GYM") as follows:

CLIMBING IS AN INHERENTLY HAZARDOUS AND DANGEROUS ACTIVITY AND INVOLVES BOTH INHERENT AND EXTRINSIC, AND BOTH NATURAL AND ARTIFICIAL RISKS THAT MAY RESULT IN ALL MANNER OF HARM, LOSS, DAMAGE, PROPERTY DAMAGE, SERIOUS PERSONAL INJURIES, OR DEATH TO ME AND/OR OTHERS FROM, FOR EXAMPLE, (a) FALLS FROM THE CLIMBING SURFACE ONTO THE FLOOR, ROCK SURFACE, PROJECTIONS OR OTHER OBJECTS, (b) FALLING ONTO OTHERS PRESENT, (c) CLIMBERS OR OTHER OBJECTS (SUCH AS ROPES, HOLDS OR HARDWARE) FALLING ONTO ME, (d) IMPROPER USE, INSTALLATION OR MAINTENANCE OF GEAR, EQUIPMENT AND/OR APPARATUSES, (e) GEAR AND EQUIPMENT DEFECTS OR MALFUNCTION, (f) FAILURE TO FOLLOW PROPER CLIMBING AND/OR BELAY PROCEDURES, (g) IMPROPER OR INSUFFICIENT TRAINING, SUPERVISION AND/OR INSTRUCTION, (h) ROPE ABRASION AND/OR ENTANGLEMENT, (i) CUTS AND ABRASIONS RESULTING FROM SKIN CONTACT WITH THE CLIMBING WALL, AND (j) FAILURE OF ROPES, SLINGS, BOLTS, CHAINS, CLIMBING HARDWARE, ANCHOR POINTS, OR ANY PART OF THE CLIMBING WALL STRUCTURE. I fully and completely acknowledge that the above list and descriptions are not all of the risks associated with use of and presence in the GYM, and that the above list in no way limits the extent or scope of this Agreement.

_____ **(Initial)**

My presence in and use of the GYM facilities is entirely voluntarily and with a complete and full understanding that any and all such usage, including, but not limited to climbing, is entirely voluntary and with a complete and full understanding that any and all such usage involves all manner of hazards and dangers. I ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO ME OR OTHERS RESULTING FROM, ARISING OUT OF, OR ANY WAY IN RELATION TO MY USE OF OR PRESENCE IN THE GYM'S FACILITIES, GEAR, EQUIPMENT, CLIMBING WALLS AND APPARATUSES.

_____ (Initial)

I have an obligation and responsibility to myself, as well as to other users of the GYM to conduct myself in a safe manner. I will not use the GYM while under the influence of drugs or alcohol or while suffering from or experiencing any other condition that might impair me.

_____ (Initial)

I am responsible for checking, ensuring and maintaining the safety and safe operating condition of any and all equipment, gear, or apparel (including, but not limited to, anchors, ropes, carabiners, belay devices, harnesses and/or shoes) that I may utilize while present in or using the GYM regardless of where or from whom I may have obtained such equipment, gear, or apparel. I use and accept those items "as is" and use them at MY OWN RISK.

_____ (Initial)

I HEREBY **WAIVE, RELEASE, AND DISCHARGE** FOREVER, THE GYM, AS DEFINED ON PAGE 2 OF THIS DOCUMENT, FROM **ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER**, FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURIES OR DEATH, DUE TO ANY NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CAUSE (INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE GYM, OR ITS EMPLOYEES, CONTRACTORS OR AGENTS, OR OTHERWISE) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN OR USE OF THE GYM.

_____ (Initial)

I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GYM, AS DEFINED ON PAGE 2 OF THIS DOCUMENT, FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY OR JUDGMENT RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN AND/OR USE OF THE GYM, ITS FACILITIES, GEAR, EQUIPMENT, OR APPARATUSES.

_____ (Initial)

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AND ANY OF MY CHILDREN WHO I AM SIGNING FOR SHALL HAVE (a) NO CLAIMS WHATSOEVER AGAINST, (b) HAVE NO RIGHT TO SUE, AND (c) HAVE NO RIGHT TO RECOVER ANY DAMAGES OR OTHER COMPENSATION FROM THE GYM, AS DEFINED ON PAGE 2 OF THIS DOCUMENT.

_____ (Initial)

The GYM, as defined on page 2 of this document, shall have no responsibility for lost, damaged or stolen property while in or on the premises, or parking lots or in other areas within the vicinity of the GYM.

_____ (Initial)

If any term or provision hereof is invalid, illegal or unenforceable, the invalid, illegal or unenforceable term or provision shall be stricken only to the minimal extent necessary, and the remaining terms and provisions hereof shall remain unimpaired. No provision hereof can be waived except expressly in writing signed by the GYM.

_____ (Initial)

I REPRESENT AND ACKNOWLEDGE THAT I HAVE FULLY READ THIS AGREEMENT, AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I FULLY UNDERSTAND EACH AND EVERY TERM. I AM VOLUNTARILY EXECUTING THIS AGREEMENT. I FURTHER UNDERSTAND THAT THIS AGREEMENT HAS NO EXPIRATION DATE.

_____ (Initial)

AGREED AND ACCEPTED:

Climber's Signature: _____ Date: ____/____/____

If under 18, signature of a parent or legal guardian is also required.

I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE ABOVE SIGNED CHILD AND CAN AUTHORIZE THE RELEASE OF LIABILITY FOR THIS CHILD.

_____ (Initial)

PRINT Parent/legal guardian name: _____

Relationship: _____

Signature: _____ **Date:** ____/____/____