

INDIVIDUAL RELEASE, INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT

CHAREST ALPINISM, LLC

(DBA) PETRA CLIFFS CLIMBING CENTER & PETRA CLIFFS MOUNTAINEERING SCHOOL

I. Introduction

The indoor adventure-based activities offered by Charest Alpinism, LLC d/b/a Petra Cliffs Climbing Center & Petra Cliffs Mountaineering School ("Petra Cliffs") at the Climbing Center are exciting, challenging, and physically demanding. These activities include rope climbing, lead climbing, bouldering, ropes courses, and fitness training (treadmill, stationary bike, free weights). Petra Cliffs instructors are trained to supervise these activities in a safe manner by both experienced instructors at Petra Cliffs and through external accredited training programs.

II. Acknowledgement of Inherent Risks

I acknowledge that while the staff and student leaders aim to provide me with a safe and enjoyable experience, I realize that there is a certain degree of personal injury risk and personal property risk inherent in the above-mentioned adventurous activities. Although I will be instructed in safe practices in these activities, there are additional and unpredictable hazards that cannot be anticipated by Petra Cliffs. I realize those risks include, but are not limited to: slips and falls into walls, structures, equipment, holds, rocks, or other hard obstacles while climbing up or descending through the use of equipment; equipment failure; bad decision-making by myself or others; inattentive belayers; holds that have come loose or have been damaged by other climbers; being hit by other patrons; inflammation and/or strain of muscles and/or tendons due to physical exertion; and slippery surfaces by individuals tracking in snow or spilling liquids. I understand that this list of potentially unavoidable and unforeseeable hazards is not exhaustive and that other unknown or unanticipated risks can result in serious personal injury.

I represent to Petra Cliffs that I am sufficiently physically fit and know of no medical or health issue preventing my participation in the activities offered by Petra Cliffs. I agree to seek out and listen to qualified instruction before attempting to use Petra Cliffs' climbing walls, ropes course, and equipment.

III. Assumption of Risk and My Responsibility

I understand that there are risks inherent in rock climbing and ropes courses that may be both foreseen and unforeseen which include serious physical injury and death. I, for myself and/or on behalf of any minor child for which I am a parent, legal guardian, or otherwise responsible, do hereby voluntarily assume any and all risk of loss, damage, injury—including risk of paralyzation and/or death—that is in any way connected to any activity on the premises, including without limitation, rock climbing, participation on the ropes course, and the use of Petra Cliffs equipment. I agree to assume all risks associated with such activities, even if I cannot foresee them.

Further, I understand and agree that I am assuming responsibility for my own safety and the safety of other Petra Cliffs patrons. This responsibility requires that I obey all rules and guidelines at all times and ask questions if I do not understand instructions given by instructors, staff, and student leaders. Further, I agree to pay attention to the condition of the equipment I may use (including but not limited to ropes, anchors, climbing equipment, and free weights) and immediately report to an instructor or gym staff any perceived defect, damage, or adverse conditions affecting such equipment.

IV. Release of Liability, Indemnify, and Hold-Harmless

In consideration of the services and equipment provided to me by Petra Cliffs, and in reliance upon my own judgment and ability, I, for myself and/or on behalf of any minor child for which I am a parent or legal guardian or otherwise responsible, do hereby release and agree to hold harmless Petra Cliffs, its members, directors, agents, representatives, assigns, employees, volunteers, and customers, from liability, loss, claims, demands, or causes of action of whatsoever kind that may arise from or be in any way connected with any loss, damage, or injury—including paralyzation and/or death—to my person, any minor child for which I am responsible, or personal property arising from or in any way connected to engagement in any activity on the premises, including but not limited to rock climbing, ropes courses, and entering or departing the premises. This release extends to injuries that may occur through acts of or perceived negligence of the facility employees or other patrons. This release applies to and binds my personal representatives and heirs. This is a binding contract. I understand that this Release is a contract. I sign it of my own free will. I also understand that this contract is severable; in other words, that if any part of it is held by a court to be unenforceable, the rest of it will survive and remain enforceable. I further acknowledge that I have been provided ample time to read this Release and understand fully its contents.

I further acknowledge and agree that this contract shall be governed in all respects by the law of the State of Vermont, and hereby agree to submit to the personal jurisdiction of the Vermont Superior Court, Chittenden Unit, Civil Division. I hereby waive, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue. I hereby waive the right to a trial by

jury. I agree that the terms of this contract may not be modified unless superseded or replaced by a subsequent agreement signed by a Petra Cliffs representative.

V. Authorization

I hereby authorize any medical treatment deemed necessary in the event of an injury while participating in any Petra Cliffs' activity. I agree that any film or photographs of myself as a participant may become the property of Petra Cliffs and may be used for promotional purposes.

VI. Acknowledgment and Release of Infectious Disease Liability

In addition to the non-comprehensive list of foreseen and unforeseen hazards noted above, I acknowledge and agree (for myself and/or on behalf of any minor child for which I am a parent or legal guardian or otherwise responsible) as follows:

- a) I understand that my attendance and/or participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While certain social distancing and personal precautions may reduce this risk, I accept the risk of serious illness, possibly resulting in death. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation.
- b) I understand that Petra Cliffs and its representatives cannot guarantee that any precautionary measures taken by Petra Cliffs will fully protect anyone from being exposed to and/or contracting COVID-19 or any other contagion and that I may come into contact with surfaces that cannot be cleaned/sanitized and/or cannot be cleaned/sanitized in the moments between use by patrons, employees, and volunteers. I understand the symptoms of COVID-19 include, but are not limited to fever, fatigue, cough, and shortness of breath.
- c) I affirm that I, and all members of my immediate household and workplace, do not currently have any of the above symptoms and have not experienced any of the above symptoms within the last fourteen (14) days.
- d) I affirm that I, along with all members of my immediate household and/or workplace, have not been diagnosed with COVID-19 within the last thirty (30) days and have not been knowingly exposed to anyone diagnosed with COVID-19 within the last thirty (30) days. In the event that I, or any member of my immediate household and/or workplace, is diagnosed with COVID-19, or is knowingly exposed to anyone diagnosed with COVID-19, after this release has been executed, I will immediately contact Petra Cliffs.

In consideration of the services and equipment provided to me by Petra Cliffs, and in reliance of my own judgment and ability, I, for myself and/or on behalf of any minor child for which I am a parent or legal guardian or otherwise responsible, do hereby release and agree to hold harmless Petra Cliffs, its members, directors, agents, representatives, assigns, employees, volunteers, and customers, from liability, loss, claims, demands, or causes of action of whatsoever kind that may arise from or be in any way connected with possible exposure to and illness from infectious diseases including but not limited to COVID-19.

Participant
Signature: _____ Print Name: _____ Date: _____

Participant
Street Address: _____ City: _____ State: _____ Zip: _____

Participant
Home Phone: _____ Alt. Phone: _____ E-mail: _____

Participant
Emergency Phone: _____ Emergency Contact Name: _____

Date of Birth: _____

TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN OF MINORS.

I hereby state that I am the parent or legal guardian of the minor whose signature appears above. I have read, understand and freely accept the terms and provisions set forth in this release. If a minor does not have a signed release of liability form from a parent/guardian Charest Alpinism LLC can refuse to let that minor climb, or at its option, agree to let the minor climb, but that it does so only because the undersigned party hereby agree to full responsibility for the safety of that minor under the terms of this release of liability.

Signature of Parent or Guardian: _____ Print Name: _____ Date: _____