

**Rock Climbing at Nelson Rocks Outdoor Center
Climber Agreement, Including Acknowledgement of Risks
And Agreements of Release and Indemnity**

This document contains important information about Rock Climbing at Nelson Rocks Outdoor Center and the properties on which it is located. It may affect the legal rights of participants in Rock Climbing and their families. It must be read, understood and signed by all climbers. If a climber is a minor (under 18 years of age) his or her parent or legal guardian (referred to herein as “Parent”) must also sign. Parent signs for himself or herself and on the behalf of the minor child. Climbers under the age of 15 must be accompanied by a responsible adult (18 years or older).

In consideration of being allowed to participate in Rock Climbing and to move about the adjoining properties, the undersigned climber (“Climber”), and Parent if applicable, acknowledge and agree as follows:

Rock Climbing and Associated Risks

Climber understands that Rock Climbing – a sport of climbing sheer rocky surfaces utilizing specialized equipment, has significant and inherent risks. Climber understands that the properties on which the Rock Climbing is located includes hilly, rocky, uneven and wooded terrain, cliffs, ravines, and creek beds. Rock Climbing will expose Climber to the unpredictable forces of nature, including, but not limited to, changing weather conditions, high winds, lightning and hail. Climber may come in contact with plants and insects that create hazards, including allergic reactions, and a variety of wild animals including, but not limited to, deer, snakes, bear, bobcat, and skunks. The Rock Climbing experience occurs in a remote location where radio and telephone communication is unpredictable and medical care and evacuation may be significantly delayed. These and other risks may result in injuries and illnesses, including pinches, scrapes, twists bruises, sprains, lacerations, fractures and other physical and emotional trauma, and in extreme circumstances even death.

Climber also acknowledges that all manner of injuries may result from falling or swinging from rock faces and hitting ledges, projections, vegetation or the ground. Injuries may result from rope abrasion or entanglement during Rock Climbing activities including but not limited to climbing, belaying, rappelling, lowering on a rope, rescue systems and any other rope technique. Injuries may result from falling climbers or dropped items including but not limited to ropes or climbing hardware. Damage, injuries or death may also be the result of the carelessness or negligence of spectators or other climbers, including belayers.

Climber acknowledges that these risks are inherent in the Rock Climbing experience; that is, they cannot be eliminated without destroying the unique character of the experience. Climber agrees that he or she will not use, and will not be under the influence of, any recreational drug or alcohol during the Rock Climbing experience.

Assumption of Risks

I, Climber (adult or minor), and Parent of a minor Climber, have read and understand the information above, and have viewed images and received additional information at the registration counter and/or on the web site of Nelson Rocks Outdoor Center (www.nelsonrocksoutdoorcenter.com).

I understand that the above description of the risks of Rock Climbing is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in loss of property, injury or death. If I am a Parent of a minor Climber I have discussed the activities and their risks and possible outcomes with my child, and he or she wishes to participate nevertheless.

I expressly and voluntarily agree to accept and assume all of the risks of enrollment and participation in Rock Climbing and related activities, whether or not described above and inherent or otherwise.

Release

I, Climber (if an adult), or Parent of a minor Climber, for myself and, to the fullest extent allowed by law, on behalf of my minor child, hereby voluntarily release Wild West Virginia Outdoor Adventures LLC and Fun & Dreams West LLC, and their respective owners, members, officers, directors and staff (“Released Parties”) from any and all claims, demands or causes of action, which are in any way related to my, or the minor child’s, enrollment or participation in Rock Climbing and related activities, including the use of equipment, vehicles, and premises. This release includes claims of negligence of a Released Party and, to the fullest extent allowed by the laws of West Virginia, claims of gross negligence, recklessness and intentional acts of a Released Party.

Indemnity

I, Climber (if an adult), or Parent of a minor Climber agree further to indemnify (that is defend and protect, and pay or reimburse) the Released Parties and each of them from any claim, by whomever it might be brought, including other Climbers and members of my, or the minor child’s, family, arising from my, or the child’s enrollment or participation in Rock Climbing, including the use of vehicles and surrounding premises and structures. This indemnity includes losses suffered by me, or the child, and losses caused by my, or the child’s, conduct. This indemnity includes claims of negligence of a Released Party and to the fullest extent allowed by the laws of West Virginia, claims of gross negligence, recklessness and intentional acts of a Released Party. Should a Released Party or anyone acting on his or her behalf incur attorney’s fees and costs to enforce this agreement or otherwise defend a claim, I agree to indemnify and hold them harmless for and pay or reimburse all such fees and costs to the extent such a claim is withdrawn or relief is not granted on the claim by a court of competent jurisdiction.

Other

I, Climber (if an adult), or Parent of a minor Climber, further agree:

- a. I have adequate insurance to cover any injury or damage I, or the minor Climber, may cause or suffer while participating in Rock Climbing or moving about the premises.
- b. In the event that I, the child or anyone on my or the child’s behalf files a lawsuit against a Released Party, I agree that the venue of any such suit shall be Pendleton County, West Virginia. I further agree that the substantive laws of West Virginia shall apply in the action without regard to the conflict of law rules of that state.
- c. I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms. I intend it to be binding on me, members of my family, my heirs and estate.
- d. I hereby authorize Wild West Virginia Outdoor Adventures LLC to utilize any photo/video or any other media containing images/sounds of myself, or of my child, for promotional or other purposes, without compensation.
- e. If any part of this document is deemed unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect.

Medical Information

I, Climber (if an adult), or Parent of a minor Climber understand that participating in Rock Climbing is a strenuous activity. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, diabetes, asthma, allergies, seizure disorders, pregnancy, arthritis, tendonitis and other joint and muscular-skeletal problems, recent surgery and other medical issues – physical and emotional (such as fear of heights) – will increase the inherent risks of the experience and cause Climber to be a danger to himself or herself and

to others. It is with this understanding that I have listed below my, or the minor Climber's, medical conditions pertinent to Rock Climbing.

If Climber is a female, I acknowledge that participating in Rock Climbing is not recommended for women who are pregnant and that I am not, or the minor Climber is not, pregnant at this time.

Climber, adult or minor, is taking the following medications: (If none, indicate none)

Climber, adult or minor, has the following medical conditions which might affect his or her participation in the Rock Climbing: (If none, indicate none)

I have truthfully completed the medical and special needs information called for above. Nelson Rock Outdoor Center staff is authorized to provide or obtain emergency medical care for me, or my child, and to exchange pertinent medical information with a third party medical care giver.

Climber's Signature (including minors): _____

Climber's Name (printed): _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

In case of emergency contact: _____ Phone: _____

Relation to Climber: _____

If Climber is less than 18 years of age, Parent must also sign:

Climber's Age: _____ Climber's Birth date: ____/____/____

Parent's Signature: _____

Parent's Name (printed): _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____