

OFFICE USE ONLY
_____ RGP _____ Scanned

Visitor Last Name*		Visitor First Name*		MI	Date of Birth*	Gender*
Address*			City*		State*	Zip*
Primary/Cell/Home Phone*	Email*			May we e-mail you?	Yes No Circle one	
Emergency Contact*			Emergency Phone*		Relation	

Emergency contact must be someone who can answer medical history questions.

This Visitor Agreement is a binding legal document. Please read carefully. We do not sell or release customer information.

IN CONSIDERATION of the provision of climbing gym services by Crimper's Climbing LLC (hereafter "CCG" or "the gym"), I, the undersigned adult (18 years of age or older) visitor or, if the visitor is a minor, his or her parent or legally appointed guardian ("Parent") hereby agree to and acknowledge the following on behalf of such visitor (the "visitor" or "I" or "me" or "myself"):

1) **Activities at CCG:** I understand that activities at CCG may include, but are not limited to, the following: indoor climbing and instruction; use of ropes, auto-belay units¹, impact attenuating surfaces, climbing holds, climbing equipment (e.g., harness, shoes, belay devices, ropes, gymnastic chalk); climbing-specific training equipment (e.g. "campus", "system" and "finger" boards); and use of fitness equipment and participation in fitness related activities including, but not limited to: slackline and other balance equipment, stability balls, free weights, medicine balls, weight training equipment; cardiovascular training, yoga, and stretching. Visitors may also move about the premises of CCG, inside and out, and use its facilities (the "Activities").

2) **Express Assumption of Risks:** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training and understand that Activities at the gym and its premises can be dangerous. I understand that the risks include, but are not limited to, the following: *falling while climbing or using any of the equipment and or other facilities of the gym; being struck by falling persons or objects; landing poorly, including on an object or person, and missing or bounding out of the landing area; carelessness and dangerous conduct of climbers, belayers, spotters and other visitors and CCG staff; failure of CCG equipment or personal equipment, including holds which may be loose or broken, and climbing equipment (rope, harness, belay devices, carabiners, etc.); equipment misuse by myself or others; health issues caused by heat, cold, pre-existing health conditions or over-training; and slips, falls and other injuries in moving about the premises and using the fitness and other equipment; and being touched, shoved or pushed by staff members if I am in a position of perceived danger, or compromised safety.* **I understand that these risks create a risk of serious injury including but not limited to:** *muscle imbalance, cracked bones, dislocated bones or joints, jammed joints, broken bones, skull fractures, concussions, bruises, sprains, muscle strain, muscle tears, tendon or ligament strain, tendon or ligament tears, skin abrasions, skin cuts and lacerations, skin tears, skin burns, broken or chipped teeth, eye damage, vision problems caused by flickering or low level lighting, lost vision, torn ears, lost hearing, fingernail damage, toenail damage, lost fingernails, lost toenails, penetration of the body by foreign objects, bleeding, damage to internal organs, rupture of internal organs, infection, nerve damage, stopped breathing, brain damage, paralysis, and aggravation of disorders specific to the me such as panic attacks.* I am aware that the Activities and my interactions at the gym are inherently dangerous and any of these aforementioned risks may result in such serious injuries or death to myself and/or other persons at the gym.

I acknowledge and understand that the risks described above are inherent in a visit to the gym and cannot be eliminated or avoided. I assume all the risks listed in this Section 2 and assume full responsibility for such risks to which I am willingly and voluntarily exposing myself. I accept full responsibility for any injury or death that may result from participation in any Activity or class while at the gym, whether under the direction of CCG or otherwise, pursuant to Sections 4 and 5 of this Visitor Agreement.

I confirm that I have read every single word in this Section 2 and that I assume all the risks listed in this Section 2:

Signed*: _____ [Visitor or Parent/Legal Guardian] Date*: _____

3) **Instruction, equipment and spotting.** I understand that qualified instruction is required for activities at CCG but that such instruction cannot make climbing safe and I understand that I will be required to demonstrate appropriate competencies before engaging in certain activities. I understand that **only** CCG staff may instruct or train others at CCG, including but not limited to instruction and training about belay technique, knots and rope-craft. I accept the use of all equipment in its "as is" condition and without warranty or any representation of fitness or otherwise. I further understand that any personal climbing equipment I use in the gym is my sole responsibility and that CCG reserves the right to refuse the use of certain personal equipment in CCG facilities or activities. I understand that safety equipment which I, or someone else, have modified is strictly prohibited. **Helmet Recommendation:** CCG does not recommend that visitors engaged in bouldering activities use a helmet. I

¹ For more information about the auto-belay equipment available at CCG and additional safety information, visitors are referred to perfectdescent.com.

OVER

*Denotes required field

Crimper's Climbing LLC

Visitor Agreement (including assumption of risks and agreement of indemnity)

understand that wearing a helmet can, but does not necessarily, reduce the risk of permanent injury or death in climbing activities. In any event, I assume all risk of personal injury and/or death that may occur as a result of wearing or not wearing a helmet. **Use of Spotting:** CCG recommends that spotters be used appropriately while bouldering. I understand that spotting may cause injuries to the climber, to the spotter, or to others and that education and experience are required before I, or anyone else, provides spotting. **Belaying and Auto-Belay Equipment Use:** CCG requires that visitors complete auto-belay orientation to obtain a basic education regarding the use of use of auto-belay equipment and associated safety and techniques before making use of auto-belay equipment. Visitors must complete a belaying test administered by CCG to demonstrate sufficient belaying skills and abilities before otherwise engaging in belaying Activities. **Under no circumstances is any visitor who has not completed auto-belay orientation permitted to access or in any way make use of auto-belay equipment at CCG. Additionally, no visitor may engage in belaying activities generally without first demonstrating sufficient belaying skills and abilities as determined by CCG in its sole discretion.** Information regarding Perfect Descent Auto Belay equipment provided by CCG is available at perfectdescent.com, and additional materials are available at CCG. Visitors are responsible for fully informing themselves about auto-belay equipment and proper use thereof in addition to orientation and skills demonstration related to auto-belay and belay equipment usage provided and required by CCG prior to engaging in such Activities.

- 4) **Assumption of Risks and Responsibility:** I assume all other risks of a visit to the gym and its premises, known or unknown, inherent or otherwise and whether or not described above. If the visitor is a minor, the Parent has discussed the activities and risks with the minor and the minor wishes to participate nevertheless. Further, I understand that I am responsible for my own safety and actions. I further state that I am physically capable of taking part in activities at CCG without being a danger to myself or others.
- 5) **Indemnification:** I agree to indemnify, hold harmless and defend CCG and its managers, officers, employees, agents, landlord, contractors, subcontractors, volunteers, sponsors, and successors ("Released Parties") from and against all claims, liabilities, suits or expenses (including attorney's fees and costs) related to or arising out of any injury, damage, death or other loss to a third party caused by me or contributed to by me and related to my visit to the gym, including use of the gym's Activities, equipment, facilities and premises, indoors and out. This agreement of indemnity covers claims for personal injury, property damage, wrongful death, products liability, breach of contract and otherwise.
- 6) **Rules and Regulations:** I agree to comply with all rules and regulations of CCG, posted or verbally given. I will report any hazard I witness which appears to enlarge the inherent risks of the gym and I will direct any question that I may have to the nearest CCG staff member.
- 7) **Use of Likeness and/or Images:** I grant to CCG and its licensees permission to sell, or to use for any business purpose, any image, photo, video, or audio recording of me taken at any CCG activity. I grant to CCG a non-expiring, irrevocable, transferable, sub-licensable, worldwide license to quote or to use for any business purposes any statement I may make at any CCG activity.
- 8) **Venue, Jurisdiction, Waiver of Jury Trial Right and Fees and Costs:** I agree that any lawsuit that I may bring against CCG shall be brought solely in the state or federal courts in or for Montgomery County, Virginia. CCG and the visitor each voluntarily waive any right either may have to a trial by jury in any action, proceeding or litigation involving CCG. In the event of any litigation between CCG and the visitor, the prevailing party will be entitled to have its attorneys' fees and costs paid by the other.
- 9) **Applicable law:** The laws of the Commonwealth of Virginia (except for its conflicts-of-laws rules) will apply to any dispute between me and a Released Party. **Visitors and Parents are urged to consult with legal counsel regarding this Agreement.** If any of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, I agree that the other provisions of this agreement shall not be affected and I hereby agree that the invalid, illegal, or unenforceable provision will be modified or partially enforced by the court in order for this agreement to serve as intended.
- 10) **Term; Entire Agreement; No Oral Modification:** This Agreement will apply for five years from the date of its execution. This Agreement supersedes any previous agreement between the parties relating to visitor's use of the gym. This Agreement only may be modified by a writing executed by each party.

I, an adult visitor or Parent of a minor visitor, acknowledge and agree to all the above.

Signed Visitor or Parent/Legal Guardian*	Date*
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If Visitor is a Minor Child then enter the name and information of Parent or legal guardian below:

Parent/Guardian Last Name*	Parent/Guardian Name*	MI	Date of Birth*
Address*	City*	State*	Zip*
Primary/Cell/Home Phone*	Work Phone	Email (email addresses are not shared/sold)*	

*Denotes required field

This agreement will not be accepted and participation will not be allowed if entire form is not completed correctly, in ink and with all required fields.
Photo-copy of Parent/Guardian legal ID required if not accompanying minor with this form.