

# Vertical Reality

## Individual

### *Release and Waiver of Liability & Indemnity Agreement*

I acknowledge that W. Born & Associates, Inc. is permitting me to use it's Vertical Reality facilities for wall climbing, rope ascending, rappelling, riding high-lines or a "Zip-Line", crossing a rope bridge or climbing a rope ladder and that I also may be participating in a Basic/Intermediate/Advanced Rappelling and Rope Rigging class, a Vertical Rope Rescue class, Confined Space Rescue class, Vertical Caving class, a Tactical Rope-work class, or participating in the act or acts of any of the foregoing or any other activity (collectively the "Activities") only as a result of my entering this Release and Waiver of Liability and Indemnity Agreement (the "Agreement"). I am at least 18 years of age. I understand that the Activities that I will participate in at Vertical Reality may be in part, inherently dangerous, and that I could be risking injury, even death, by participating in any of the Activities. My participation in the Activities is strictly voluntary.

As an inducement to W. Born & Associates, Inc. for permitting me to use it's facilities, I hereby assume full responsibility for any and all injuries (including death) and other losses that I may suffer as a result of my participation in any of the Activities, and I release, waive, and agree to indemnify and hold harmless W. Born & Associates, Inc., and it's directors, officers, employees, and consultants from any claim or liability (including attorney's fees and costs) for any injury (including death) or other loss that I may suffer because of my participation in the Activities or my presence at the facilities or my failure to adhere to any part of this Agreement, regardless of the cause of the injury (including death) or loss (including my own negligence or anyone else's negligence, or that of W. Born & Associates, Inc., or that of anyone associated with W. Born & Associates, Inc.). I hereby covenant not to sue any of the foregoing as a result of my participation or that of anyone else in any of the Activities. I also agree to indemnify and hold harmless W. Born & Associates, Inc., it's directors, officers, employees, and consultants for any attorney's fees or costs that may incur as a result of a suit, action, or proceeding against them resulting from my participation in any of the Activities. Furthermore, I acknowledge that I have no physical limitations, conditions or disabilities of any kind whatsoever that would inhibit me in taking part in any of the Activities. I affirm that I am in good mental and physical fitness for the Activities, and that I am not under the influence of alcohol or any drugs that are contradictory to any of the Activities. If I am taking medication, I affirm that my child has seen a physician and has approval to participate in any of the Activities while under the influence of the medication/drugs.

I further agree to each of the following:

In the event that I use the climbing facilities at Vertical Reality, I will:

- (1.) Follow all the safety rules posted throughout and around the facilities.
- (2.) Seek help from a staff instructor if I am not sure how to use or do something.
- (3.) Always use a belay, whether climbing or rappelling. All climbers will be belayed using a Petzl GriGri. All rappels shall use a bottom belay, top belay, or self belay while descending a rope.
- (4.) Use a manufactured harness which has a name or label.
- (5.) Have my own equipment, ropes, harness, and vertical gear inspected and approved by a staff member before using it.

I understand that W. Born & Associates, Inc., its officers, directors, employees, and consultants are relying on this Agreement, and I agree to be legally bound by this Agreement. This Agreement shall be binding upon my spouse, children, heirs, heirs apparent, and personal representatives. I agree that this Agreement is intended to be as broad and inclusive as permitted by laws of the State of Ohio which shall govern this Agreement. If any portion of the Agreement is held invalid, I agree that balance shall continue in full legal force and effect. I have carefully read this Agreement and know and understand the contents and effect of this Agreement and sign as of my own free act. This Agreement contains the entire agreement, written and oral, of this release and waiver of liability and indemnity agreement and supersedes and replaces any preceding written or oral agreement.

Full Name

(Print In CAPITAL LETTERS): \_\_\_\_\_ (Signature): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_