

## **RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

I have chosen to enter a Reading Rocks, Inc. ("Reading Rocks") facility, or engage in a Reading Rocks affiliated activity, and participate in rock climbing and all indoor climbing related activities. In consideration of me being permitted to climb at Reading Rocks, or engage in a Reading Rocks affiliated activity, I expressly understand, acknowledge and agree to all the following:

### **ASSUMPTION OF RISK**

I ACCEPT AND CLEARLY UNDERSTAND THAT THERE ARE INHERENT DANGERS AND OTHER RISKS INVOLVED IN THE SPORT OF CLIMBING, INCLUDING THE RISK OF PERSONAL INJURIES.

I understand and acknowledge that the hazards and risks of climbing (including bouldering, rappelling, and rope course elements) include, by way of example and not limitation: faulty gear; loose or crumbling rock or holds; improper belays; improperly tied knots or tie-ins; malfunction or failure of my own or others' equipment; improperly buckled harnesses; falling; injury to hands/fingers/feet/toes and/or strain of muscles, ligaments and/or tendons, nerve damage or compression, and broken bones, severe and permanent injury to head, neck and back; other personal or physical injury; my own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Reading Rocks including but not limited to operator error; or other dangerous conditions in or of the property. I understand that all these hazards and risks can cause serious permanent injury or death, and that there are more hazards than are enumerated here, including unknown and unforeseeable hazards.

I ENGAGE IN THE SPORT OF CLIMBING WITH FULL KNOWLEDGE OF THE INHERENT RISKS OF INJURY OR DEATH THAT MAY RESULT. I AGREE TO CLIMB AND ENGAGE IN ALL OTHER ACTIVITY AT MY OWN RISK.

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I ALSO ACCEPT AND CLEARLY UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED IN ENGAGING IN ACTIVITY WHERE FACILITIES AND EQUIPMENT AND ARE OPEN TO AND SHARED BY THE PUBLIC.

I understand and acknowledge the contagious nature of coronavirus, or any other infectious disease, and voluntarily assume the risk that I may be exposed to or infected by coronavirus or any other infectious disease with my attendance or presence, and use of equipment at, a Reading Rocks' facility or Reading Rocks affiliated activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I further assume the risk of becoming a carrier of or becoming sick from any illness, virus, bacterial infection or other disease while at a Reading Rocks' facility, or while engaging in a Reading Rocks affiliated activity. I understand that the risk of becoming exposed to or infected by coronavirus or any other infectious disease at Reading Rocks may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Reading Rocks' employees, agents, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any and all injury to myself or others for illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance or presence at a Reading Rocks facility or participation in any Reading Rocks' event.

I PARTICIPATE IN ACTIVITY OF A PUBLIC NATURE WITH FULL KNOWLEDGE OF THE INHERENT RISKS OF INJURY OR DEATH THAT MAY RESULT. I AGREE TO ENTER THE PREMISES OF READING ROCKS, USE EQUIPMENT, CLIMB AND ENGAGE IN ALL ACTIVITY AT MY OWN RISK.

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### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION**

I therefore, for myself, my survivors, estate, heirs, successors, representatives or assigns, do hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE FROM LIABILITY, AND AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND Reading Rocks, its officers, directors, employees, volunteers, representatives, independent contractors, agents and assigns, from any and all liability for any and all damage, injury, disability, or death to myself or any other person or property arising from my climbing (including without limitation, bouldering, rappelling and rope course elements) or any other activity engaged in at Reading Rocks or at any Reading Rocks affiliated activity, including without limitation, a coronavirus or any other bacterial infection that I may either contract or become a carrier of before, during, or after participation in any program, event, or appointment at a Reading Rocks facility, or Reading Rocks affiliated activity. I explicitly agree that this release and indemnification extends to harm resulting from any NEGLIGENCE of these parties, as well as any RECKLESS failure of these parties to guard or warn against known dangerous conditions.

I further agree, for myself, my successors, heirs, family and assigns NOT TO SUE Reading Rocks, its officers, directors, employees, volunteers, representatives, independent contractors, agents and assigns, as a result of any injuries I sustain in connection with climbing (including without limitation, bouldering, rappelling and rope course elements) on or in connection with any activities occurring on the property upon which the climbing or any related activity transpires or occurs.

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