

THE GRAVITY VAULT INDOOR ROCK GYMS

TERMS OF GYM USE AND WAIVER AND RELEASE OF CLAIMS AGREEMENT

ALBA Climbing, Inc. dba The Gravity Vault
40 Melville Park Road, Melville, NY 11747

516.777.9255

This Release of Liability is a binding legal contract: Read carefully and completely before signing and agreeing to its terms. It is a perpetual agreement that is in force on each visit to the Gravity Vault. I the undersigned adult individual, or parent or guardian of a minor, desire to use the Gravity Vault Indoor Rock Gym facility, owned and operated by ALBA CLIMBING, INC. ("GRAVITY VAULT") located at 40 Melville Park Road, Melville, NY 11747 (The Facility). In consideration for GRAVITY VAULT permitting me or the minor child/ward for whom I am signing on behalf of who I have guardianship of and the ability to sign on behalf of to use the facility, on this date or any other in the future, I have agreed to execute this Release of Liability and Assumption of Risk Agreement:

PLEASE PRINT CLEARLY

Today's Date ____/____/____

Name of Participant _____ Date of Birth ____/____/____

If signing for a minor; Name of Parent/Guardian _____

Address: _____

City _____ State _____ Zip _____

Phone (_____) _____ E-mail _____

Emergency Contact Name	Relationship	Phone
_____	_____ () _____	_____ - _____

We do not sell or give away customer information.

1. AGREEMENT TO COMPLY WITH GRAVITY VAULT POLICIES

The Gravity Vault reserves the right to add or change The Gravity Vault policies from time to time. Climbers and others using The Gravity Vault are required to inform themselves of new rules or rule changes. As used herein, "GYM" shall mean each individual Gravity Vault location, including all areas and rooms therein.

General Policies:

- All customers MUST check in at the front desk.
- All customers must sign a Waiver and Release of Claims Agreement. Minors 18 years or younger must have their waiver signed by a parent or legal guardian.
- Parents/Legal Guardians/Group Leaders are responsible for the behavior of their children/wards while at The Gravity Vault. Running around the GYM or between the walls and belayers, jumping, flipping or other gymnastics is expressly prohibited.
- Parents/Legal Guardians/Group Leaders are responsible for any damages caused by the behavior of their children/wards while at The Gravity Vault.
- Climbers are not permitted to be under the influence of drugs or alcohol.
- The Gravity Vault staff has the right to revoke climbing privileges either temporarily or permanently for unsafe or inappropriate behavior.
- Memberships/Subscriptions are non-transferable.

- The Gravity Vault is not responsible for lost, damaged, or stolen property while in or on the premises, parking lots or other areas within the vicinity of The Gravity Vault.
- No hard sole shoes or high heels are allowed on the blue padded carpet.
- No food or drink other than water in a sealed container is allowed on the blue padded carpet. No drinks of any kind are allowed on the Bouldering flooring.
- No chewing gum is allowed in the GYM.
- Please pick-up after yourself and help to keep a clean environment for yourself and others.
- There is no smoking in The Gravity Vault – and we encourage you to quit if you do smoke.

Climbing Policies:

- No one under the age of 14 is allowed to belay unless permission is granted in writing by The Gravity Vault management.
- All belayers and climbers must pass a belay test administered by The Gravity Vault staff.
- All climbers who have passed their belay test will receive an Auto Belay orientation to be administered by The Gravity Vault staff.
- All climbers using the facility without assistance of a staff member must receive a bouldering orientation administered by The Gravity Vault staff.
- Bouldering is permitted on the top-rope climbing structure but climbers cannot exceed a vertical height on the top-rope climbing structure greater than the vertical height of the bouldering structures in the facility. Provided supplemental padding must be used correctly for all Bouldering activities.
- Climbers must be 16yrs old or over and able to climb V4 or above to “Top Out” on a boulder.
- Climbers must tie in using the rewoven figure eight knot with a double fisherman’s backup knot.
- In addition to the belay test, all lead climbers and belayers of lead climbers must pass a lead test administered by The Gravity Vault staff and pay the applicable associated fee for the test.
- Belayers must belay from their harness and not from a fixed anchor point.
- Allowable belay devices in The Gravity Vault include Gri-Gri’s supplied by the GYM only.
- No sitting or lying down while belaying.
- No loose or liquid chalk is permitted in The Gravity Vault.
- Only soft-soled non-marking shoes or climbing shoes are allowed on the climbing walls.
- Climbing shoes are to be removed before using the bathroom.
- Route setting shall be performed only by those authorized by The Gravity Vault.

I have read, understand and agree to comply with the above policies.

_____ (Initial)

2. AGREEMENT (1) FOR ACKNOWLEDGMENT OF RISK, (2) FOR WAIVER, DISCLAIMER, AND RELEASE OF LIABILITY, (3) NOT TO SUE AND (4) FOR INDEMNITY

I, on behalf of myself (or if signing on behalf of a child or children, on behalf of such child or children) and on behalf of my (or my minor’s) heirs, personal representatives, spouse, next of kin, successors and assigns, hereby understand, acknowledge, and voluntarily agree with The Gravity Vault, its shareholders, members, owners, officers, directors, employees, agents, contractors, insurers and/or landlords, and each of their respective successors and assigns (hereinafter collectively the "GYM PARTIES") as follows:

CLIMBING IS AN INHERENTLY HAZARDOUS AND DANGEROUS ACTIVITY AND INVOLVES BOTH INHERENT AND EXTRINSIC, AND BOTH NATURAL AND ARTIFICIAL RISKS THAT MAY RESULT IN ALL MANNER OF HARM, LOSS, DAMAGE, PROPERTY DAMAGE, SERIOUS PERSONAL INJURIES, OR DEATH TO ME AND/OR OTHERS FROM, FOR EXAMPLE, (a) FALLS FROM THE CLIMBING SURFACE ONTO THE FLOOR, ROCK

SURFACE, PROJECTIONS OR OTHER OBJECTS, (b) FALLING ONTO OTHERS PRESENT, (c) CLIMBERS OR OTHER OBJECTS (SUCH AS ROPES, HOLDS OR HARDWARE) FALLING ONTO ME, (d) IMPROPER USE, INSTALLATION OR MAINTENANCE OF GEAR, EQUIPMENT AND/OR APPARATUSES, (e) GEAR AND EQUIPMENT DEFECTS OR MALFUNCTION, (f) FAILURE TO FOLLOW PROPER CLIMBING AND/OR BELAY PROCEDURES, (g) IMPROPER OR INSUFFICIENT TRAINING, SUPERVISION AND/OR INSTRUCTION, (h) ROPE ABRASION AND/OR ENTANGLEMENT, (i) CUTS AND ABRASIONS RESULTING FROM SKIN CONTACT WITH THE CLIMBING WALL, AND (j) FAILURE OF ROPES, SLINGS, BOLTS, CHAINS, CLIMBING HARDWARE, ANCHOR POINTS, OR ANY PART OF THE CLIMBING WALL STRUCTURE.

I fully and completely acknowledge that the above list and descriptions are not all of the risks associated with use of and presence in the GYM, and that the above list in no way limits the extent or scope of this Agreement.

I acknowledge and agree that I should consult with my physician before climbing. Factors unknown to me may have an adverse effect on my physical well-being, including death. I have been made fully aware of the Gravity Vault's recommendation to inform my physician that I am planning on climbing at an indoor rock gym. I fully accept all responsibility for my health and any resultant injury or incident that may affect my well-being or health in any way. I represent and warrant to The Gravity Vault that I do not have any physical or psychological condition that would prevent me from using the Gym in the manner contemplated by The Gravity Vault or that would otherwise pose a risk to me or others.

PARTICIPATION IN OTHER GYM ACTIVITIES (INCLUDING BUT NOT LIMITED TO YOGA, CALISTHENICS, AND OTHER PHYSICAL ACTIVITY CLASSES OR EXPERIENCES THAT MAY OFFERED IN THE GYM FROM TIME TO TIME) INCLUDES PHYSICAL MOVEMENTS. AS IS THE CASE WITH ANY PHYSICAL ACTIVITY, THE RISK OF INJURY, EVEN SERIOUS OR DISABLING, IS ALWAYS PRESENT.

My presence in and use of the GYM facilities is entirely voluntarily and with a complete and full understanding that any and all such usage, including, but not limited to climbing, is entirely voluntary and with a complete and full understanding that any and all such usage involves all manner of hazards and dangers. I ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO ME OR OTHERS RESULTING FROM, ARISING OUT OF, OR ANY WAY IN RELATION TO MY USE OF OR PRESENCE IN THE GYM'S FACILITIES, GEAR, EQUIPMENT, CLIMBING WALLS AND APPARATUSES.

I understand and agree that my image may be captured by photograph and/or video by the GYM for Marketing purposes and that I will not be compensated in any way should my image be used in such material.

I have an obligation and responsibility to myself, as well as to other users of the GYM to conduct myself in a safe manner. I will not use the GYM while under the influence of drugs or alcohol or while suffering from or experiencing any other condition that might impair me.

I am responsible for checking, ensuring and maintaining the safety and safe operating condition of any and all equipment, gear, or apparel (including, but not limited to, anchors, ropes, carabiners, belay devices, harnesses and/or shoes) that I may utilize while present in or using the GYM regardless of where or from whom I may have obtained such equipment, gear, or apparel. I use and accept those items "as is" and use them at MY OWN RISK.

I have read, understand and agree to comply with the above agreements.

_____ (Initial)

3. AGREEMENT FOR ACKNOWLEDGMENT OF RISK RELATED TO INFECTIOUS OR OTHERWISE COMMUNICABLE DISEASES

I hereby acknowledge that participation includes possible exposure to, and illness from, infectious or otherwise communicable diseases (hereinafter referred to as "infectious diseases") including but not limited to MRSA, influenza, and **COVID-19** (commonly sometimes referred to as "**Corona Virus**"). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

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; and,

I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest staff member immediately; and,

I hereby agree that, to my knowledge, I have not been exposed or have not been in contact with any individual that has been exposed to or has likely been exposed to a communicable disease such as **COVID-19** in the last fourteen (14) days*.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS The Gravity Vault Indoor Rock Gyms ("The Gym"), their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

* If you believe that you may have been exposed to an infectious disease, The Gym, to the legal extent allowable by law, strongly encourages you to seek appropriate medical treatment and advice and to avoid attending the Gym until you have been cleared to do so by a medical professional both for your safety and the safety of the Gym's staff and other patrons.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE OR THE NEGLIGENCE OF OTHER PATRONS, to the fullest extent provided by law.

I have read, understand and agree to comply with the above agreements.

_____ (Initial)

I HEREBY **WAIVE, RELEASE, AND DISCHARGE** FOREVER, THE GYM PARTIES FROM **ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER**, FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURIES OR DEATH, DUE TO ANY NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CAUSE (INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE GYM PARTIES, OR ITS EMPLOYEES, CONTRACTORS OR AGENTS, OR OTHERWISE) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN OR USE OF THE GYM.

I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GYM PARTIES, AS DEFINED IN THIS DOCUMENT, FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY OR JUDGMENT RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN AND/OR USE OF THE GYM, ITS FACILITIES, GEAR, EQUIPMENT, OR APPARATUSES.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AND ANY OF MY CHILDREN/WARDS WHO I AM SIGNING FOR SHALL HAVE (a) NO CLAIMS WHATSOEVER AGAINST, (b) HAVE NO RIGHT TO SUE, AND (c) HAVE NO RIGHT TO RECOVER ANY DAMAGES OR OTHER COMPENSATION FROM THE GYM PARTIES.

The GYM, shall have no responsibility for lost, damaged or stolen property while in or on the premises, or parking lots or in other areas within the vicinity of the GYM.

If any term or provision hereof is invalid, illegal or unenforceable, the invalid, illegal or unenforceable term or provision shall be stricken only to the minimal extent necessary, and the remaining terms and provisions hereof shall remain unimpaired. No provision hereof can be waived except expressly in writing signed by the GYM.

I AUTHORIZE GRAVITY VAULT TO STABILIZE ME OR OBTAIN MEDICAL CARE FOR OR TRANSPORT ME TO A MEDICAL FACILITY. I AGREE TO PAY ALL COSTS ASSOCIATED WITH SUCH MEDICAL CARE AND TRANSPORTATION AND I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS GRAVITY VAULT AND THE RELEASED PARTIES FROM THE CONSEQUENCES OF ANY SUCH CARE AND ANY SUCH COSTS INCURRED RELATING TO MY MEDICAL CARE.

THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT AND THE ENFORCEMENT THEREOF. I AGREE THAT ANY LAWSUIT BROUGHT AGAINST THE RELEASED PARTIES SHALL BE BROUGHT SOLELY IN THE STATE OR FEDERAL COURTS OF DUTCHESS COUNTY.

I REPRESENT AND ACKNOWLEDGE THAT I HAVE FULLY READ THIS AGREEMENT, AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I FULLY UNDERSTAND EACH AND EVERY TERM. I AM VOLUNTARILY EXECUTING THIS AGREEMENT. I FURTHER UNDERSTAND THAT THIS AGREEMENT HAS NO EXPIRATION DATE.

I HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT AND MY PRESENCE IN OR USE OF THE GYM.

I CERTIFY THAT I AM THE PARTICIPANT LISTED ON THIS AGREEMENT AND PROVIDED MY INITIALS ABOVE AND MY SIGNATURE AND INITIALS BELOW INDICATING THAT I AGREE AND ACCEPT THE TERMS ON MY BEHALF. OR IF COMPLETING ON BEHALF OF A MINOR I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE CLIMBER LISTED ON THIS AGREEMENT AND PROVIDED MY INITIALS ABOVE AND MY SIGNATURE AND INITIALS BELOW INDICATING THAT I AGREE AND ACCEPT THE TERMS ON MY BEHALF AND ON BEHALF OF MY CHILD/WARD.

Signature of Participant OR Parent/Legal Guardian if signing for a minor: _____

I CERTIFY THAT I AM 18 YEARS OLD OR OVER. _____ **(Initial)**