



3853 Old Easton Rd
 Doylestown, PA 18902
 215-230-9085

Adventure Center Inc. Visitor Agreement

(Including Acknowledgment of Risks, and Agreements of Release and Indemnity)

OFFICE USE ONLY

Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth / /
Address			
City	State	Zip	
Phone	Email Address		
Emergency Contact	Emergency Phone		

In consideration of being allowed to visit the climbing gym and premises of Adventure Center, Inc., a Pennsylvania corporation doing business as Doylestown Rock Gym (“the gym”), I, an adult (eighteen years of age or older) visitor or the parent or legally appointed guardian (both, “Parent”) of a visitor who is a minor, understand, acknowledge and agree as follows:

ACTIVITIES: The activities offered by the gym include bouldering, climbing, rappelling and lowering from artificial indoor walls; the use of belay systems; games, initiatives, low challenge and high challenge course obstacles; slack lining; the use of exercise, fitness and training facilities and equipment; social events in and outside the gym; and otherwise moving about the premises of the gym, including its outside perimeter (all, “the “activities”).

An orientation and/or training may be required before participating in climbing activities in the gym and that visitors may be required to pass an assessment or assessments prior to participating in certain activities. I understand that if additional assistance, orientation, instruction, training or assessment is required, because of lack of training or qualification, visitors must seek such assistance, orientation, instruction, training or assessment from the climbing gym staff prior to participating in an activity. While orientation and assessment may be required for certain activities, and staff may be present, visitors should not assume that they are being supervised in their activities.

RISKS: I understand that the activities of the gym require moderate to heavy physical exertion. I, an adult visitor or Parent, represent that neither I nor the minor visitor (if applicable) has any mental or physical condition that might create risks to myself (or to the child), or to others. If I have any reason to believe such a condition might exist I have consulted with an appropriate health care professional and been advised that I, or the child, may participate without creating the risks described above.

Climbing and other activities of the gym are dangerous and visitors will be exposed to risks including, among others, the following: (1) slips, falls, entanglements, abrasions and collisions with persons and fixed objects while using the climbing and other facilities and equipment, landing areas, entrances and exits, and other areas of the gym including its outside perimeter; (2) misuse of equipment (including failure to properly clip into and operate belay systems) and facilities; (3) failure of ropes, slings, harnesses, climbing hardware, anchor points, cables and other equipment utilized at the gym, whether or not supplied by the gym; (4) a lapse or impairment in my or the child’s judgment, ability to follow instructions, physical strength, coordination, or balance when climbing, belaying, participating in an activity or otherwise moving about the premises.; (5) bad decision making by me, including, if I am a Parent, while assisting the minor visitor in an activity; and (6) the acts or omissions of other persons, including staff, which might include inadequate or faulty instructions, and falling climbers or dropped ropes, climbing hardware, wall components, or other items or personal effects.

I understand the gym’s safety policy which (1) requires participants 9 years and younger to wear a helmet and (2) recommends that participants 10 years and older use a protective helmet. I understand that wearing a helmet does not eliminate the dangers associated with climbing but that in certain instances a helmet can reduce the risk of permanent brain damage or other serious injury. I am also aware that it is my responsibility to use, and to ensure that the minor visitor uses, a protective helmet according to the manufacturer’s specifications. I understand that if I, an adult climber, choose not to wear a helmet for myself or a minor visitor, then I do so against the gym’s advice and assume all risks of using or not using such protective headgear.

These risks and others are inherent to the gym, its activities and premises – that is, they cannot be eliminated without destroying the basic nature of a visit to the gym, and participation in its activities. I acknowledge that I am, or the minor child is, voluntarily participating in these activities and am, or is, aware of these dangers/risks associated with the sport and activities provided in the gym.

ASSUMPTION OF RISKS: I understand that the risks described above, and others, inherent or not, may result in all manner of trauma including breaks, sprains, abrasions, serious injury and even death. I acknowledge and assume all such risks, inherent and otherwise and whether or not described above. I will carefully read and comply with the Rules and posted warnings and instructions. If the visitor is a minor, I, Parent, have discussed the Rules, activities and risks and protective helmet requirement with the child, who understands them and wishes to participate nevertheless.

RELEASE AND INDEMNITY: I, an adult visitor or parent (for myself and, to the maximum extent allowed by law, on behalf of the minor visitor, if applicable), agree to release and covenant not to sue, and to defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees), Adventure Center Inc., the owner of the premises on and about which its activities are conducted, and their respective owners, directors, officers, volunteers, and employees ("Released and Indemnified Parties") with respect to any claim related in any way to my, or the minor visitor's, visit to the gym, including participation in an activity of the gym, as a passive observer, or the use of its premises, facilities or services. These agreements of release and indemnity include loss or damage, whether economic or non-economic, caused or claimed to be caused in whole or in part by the negligence, but not the intentional wrongs or the gross negligence, of a Released and Indemnified Party. This paragraph shall survive the termination of this contract and shall inure to the benefit of the Released and Indemnified Parties.

OTHER

In case of emergency, I as an adult or as Parent/Guardian of a minor hereby agree and allow Adventure Center, Inc. to provide or obtain emergency medical care. I as an adult or as Parent/Guardian to a minor hereby agree and acknowledge that there is valid health care insurance policy on me or the minor which will be responsible for any charges incurred. I as an adult or as Parent/Guardian of a minor agree in any event to reimburse any out of pocket expenses incurred by Adventure Center, Inc. in response to any emergency situation.

I hereby give my permission and consent to the taking of photographs, video recordings, and other images of me or the minor visitor for any purpose and without compensation.

The terms of this agreement and any dispute between a Released Party and a visitor or Parent, related to this agreement or otherwise, will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the Commonwealth of Pennsylvania. Any suit or mediation of the dispute will take place solely in Bucks County, Pennsylvania. I consent to the subject matter and personal jurisdiction of such courts, for myself and on behalf of the minor visitor.

This document is intended to be binding, to the fullest extent allowed by law, on the person signing below, the minor child, if any, and their respective successors, heirs, executors, administrators and family members. It may not be altered. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect.

This agreement will govern visits to the premises of the gym on the date on which it is signed and thereafter until it is withdrawn by written notice to the gym or replaced.

WARNING: A person who falsifies his or her signature below or misrepresents the capacity (as parent or legal guardian, for example) in which they sign will be considered a FORGER and, in addition to other civil and criminal penalties, will be deemed to have agreed to indemnify the Released and Indemnified Parties from and against any claim of loss asserted by or on behalf of a person whose visit to the gym was facilitated by that forgery.

Signature of Participant (if over 18) _____ Date ____/____/____
OR Parent or Court Appointed Legal Guardian

Printed name of Parent or Court Appointed Legal Guardian _____