

**EARTH TREKS/PLANET GRANITE
WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS**

Please read this document carefully

This document must be signed by an adult of at least eighteen years of age

The individual named below desires: (a) to use or be granted access to one or more of the Earth Treks or Planet Granite Climbing and Fitness Centers ("Facility" or "Facilities") owned or operated by any of the following entities (collectively, "Climbing Gyms"): Earth Treks, LLC; Earth Treks Columbia Climbing Center, LLC; Earth Treks Timonium Climbing Center, LLC; Earth Treks Rockville Climbing Center, LLC; Earth Treks Crystal City Climbing Center, LLC; 700 Golden Ridge, LLC; Earth Treks Golden Climbing Center, LLC; Earth Treks Hampden Climbing Center, LLC; Earth Treks Englewood Climbing Center, LLC; Planet Granite, Belmont, LLC; Planet Granite Portland LLC; Planet Granite, Chicago, LLC, or such other entity or entities which may be owned, directly or indirectly, in whole or in part, by El Cap Holdings, LLC, Earth Treks, LLC, or Planet Granite Holdings, LLC and all of their predecessors and successors; (b) to participate in trips, competitions, camps, climbing courses, adventures, and/or other types of events (collectively, "Events") which may take place at a Facility or are otherwise sponsored by or involve the Climbing Gyms or the Climbing Gyms' officers, directors, employees, contractors, agents, affiliated entities, landlords and property managers (together with the Climbing Gyms, collectively, "Released Parties"); and/or (c) to engage in wall climbing, bouldering, other climbing activities, sports, fitness activities, or any of the various other types of activities (collectively, "Activities") which may take place at a Facility or are otherwise provided or sponsored by or involve the Climbing Gyms or any of the other Released Parties. All references to the "Facility" throughout this Waiver And Release Of Liability For Any Injury Or Death And Assumption Of Risks ("Release") includes all rooms, areas, and spaces on the interior of each Facility, the exterior of each Facility, and the parking lot of each Facility. For purposes of this Release only, I agree that the "Events" and "Activities" span from the time that I leave my residence prior to each particular Event or Activity to the time that I return to my residence after the conclusion of that Event or Activity, as the case may be.

In consideration for the Climbing Gyms permitting me and/or my child (collectively "me," "I," or "my") to use the Facilities, to participate in the Events and/or to engage in the Activities, I have agreed to execute this Release.

A. I WAIVE AND RELEASE THE RELEASED PARTIES FROM MY DEATH AND ANY INJURY, LOSS, DAMAGE, EXPENSE, ACTION, CLAIM, AND LIABILITY ARISING OUT OF ANY USE OF THE FACILITIES, THE PARTICIPATION IN ANY OF THE EVENTS, OR THE ENGAGEMENT IN ANY OF THE ACTIVITIES:

I agree to release and discharge the Climbing Gyms and the other Released Parties from liability for my death and any and all past, present, or future injuries, losses, damages, expenses, property damage, social losses, economic losses, actions, claims, and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from: (i) the use of any Facility or equipment located at any Facility; (ii) my participation in Events sponsored by or involving any Facility, the Climbing Gyms or any of the other Released Parties; (iii) participation in or observation of the Activities sponsored by or involving any Facility, the Climbing Gyms or any of the other Released Parties; (iv) my interaction with any of the Released Parties; or (v) my placement in the care, custody or control of any of the Released Parties. This Release is intended to release and discharge the Released Parties from any and all losses, damages, expenses, actions, claims and liabilities of any nature whatsoever, such as losses, damages, expenses, actions, claims and liabilities arising from or related to the negligence of, or the breach of any duties which may be owed by, the Released Parties. I understand that this Release prohibits me from filing any lawsuit against any of the Released Parties for any of the reasons identified in this paragraph, now or in the future, and from recovering any losses, damages or expenses against any of the Released Parties.

B. I ASSUME THE RISK OF INJURIES OR DEATH ASSOCIATED WITH THE USE OF THE FACILITIES, THE PARTICIPATION IN ANY OF THE EVENTS, OR THE ENGAGEMENT IN ANY OF THE ACTIVITIES:

I understand that there are significant elements of risk associated with use of the Facility, participation in the Events, and engagement in the Activities that may be sponsored by or otherwise involve the Facilities, the Climbing Gyms or any of the other Released Parties. I understand and acknowledge that certain risks cannot be eliminated due to the nature of the Events or the Activities, and that these elements and risks may be causes of injury, illness, permanent disability, trauma, or death. These risks and dangers include but are not limited to falling; landing on or striking padded or unpadded surfaces; being injured by falling objects or participants; being injured by the actions or inactions of other participants, including but not limited to other participants' failure to belay properly; movement of climbing holds; equipment failures of any kind; and physical injury as a result of engaging in physical activity. I recognize that the foregoing list of risks are examples of the risks that I am assuming by using the Facilities and/or participating in the Events or Activities and that I am also assuming risks not specifically listed above. I recognize that if I encounter these risks, serious injury or death may result, and I understand that no amount of care, caution, instruction or expertise can eliminate these risks.

I acknowledge that using the Facilities, participating in the Events and engaging in the Activities sponsored by or involving the Facilities, Climbing Gyms or any of the other Released Parties involves certain risks, inherent and otherwise, including the risk of death or serious personal injury, regardless of whether I follow the Climbing Gyms' safety instructions or recommendations, such as those pertaining to Facility rules and regulations, climbing, bouldering, instructional programs, or involving my choice of equipment to use or whether or not to wear a helmet or any other safety device. I agree to assume all such risks, as well as any other risks involved in using the Facility, participating in Events, and/or engaging in the Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties.

C. I AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES:

I further agree to indemnify, hold harmless and defend the Released Parties from and against any and all loss, damage, liability, claim and expense, including costs and attorneys' fees, incurred by any of the Released Parties as a result of my using the Facilities, participating in Events, and/or engaging in Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties, including any loss, damage, liability, claim, and expense arising out of the Climbing Gyms' own negligence. I understand that this Section means that I will have to reimburse the Climbing Gyms or any of the other Released Parties for any losses, damages, liabilities, claims, costs, attorneys' fees, or expenses sustained by the Released Parties as a result of my using any Facility, participating in Events, and/or engaging in Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties.

D. I WAIVE MY RIGHT TO A JURY TRIAL AND CONSENT TO CHOICE OF LAW, ETC.:

I SPECIFICALLY WAIVE (AND RELEASED PARTIES, BY ITS ACCEPTANCE HEREOF WAIVES) THE RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST THE CLIMBING GYMS OR ANY OF THE OTHER RELEASED PARTIES.

The laws of the State in which I use a Facility, participate in an Activity, or participate in an Event shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability of this Release, except that the laws of the State of California shall govern any claims arising out of the use of a Facility, participation in an Activity, or participation in an Event in the State of Oregon. If any dispute shall arise between me and either the Climbing Gyms or any of the other Released Parties, I agree that any lawsuit brought by or on behalf of me against any Released Parties shall be brought solely in a federal or state court located in one of the states where a Facility is located or where an Event or Activity took place (except that all claims arising any Facility, Event, or Activity located in the State of Oregon shall be adjudicated in the federal or state courts located in the State of California). This Release shall be effective upon my execution hereof and shall continue in force, unless sooner terminated pursuant to a written notice, for so long as I or (if applicable) my child or such other below-named "Participant" use a Facility, participate in an Event, and/or engage in an Activity sponsored by or involving the Climbing Gyms or any of the other Released Parties.

For Planet Granite Oregon Locations Only: I understand that Planet Granite Portland LLC offers an option to enter any Facility located in the State of Oregon and participate in any Activity or Event located in the State of Oregon for an additional fee, without signing this or any other Waiver and Release of Liability. I acknowledge that I am aware of this option, do not wish to pay this fee, and accept the full scope of this Waiver and Release of Liability.

E. I PERMIT THE USE OF MY LIKENESS:

I acknowledge and agree that the Climbing Gyms reserve the right to use any photograph, video recording, audio recording, or any other media taken at the Facilities, during Events, or in connection with any of the Activities involving the Climbing Gyms or any of the other Released Parties in connection with the Climbing Gyms and the Released Parties' promotional materials, brochures and website.

F. SEVERABILITY:

If any term, provision, or condition, or any part thereof, of this Release shall for any reason be found or held to be invalid or unenforceable by and court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition or any other term, provision, or condition, and this Release shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

I HAVE READ AND I UNDERSTAND THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY FOR ANY INJURY OR DEATH. I UNDERSTAND THAT BY SIGNING THIS FORM I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

**THIS RELEASE IS A BINDING LEGAL CONTRACT.
PLEASE READ IT CAREFULLY BEFORE SIGNING.**

PLEASE PRINT LEGIBLY

Today's Date

First Name

Middle Name

Last Name

Participant's Name

Participant's Date of Birth

Street Address

City

State

Zip Code

Home Telephone #

Work Telephone #

Cell Telephone #

Signature of Participant

Email Address (Adults / Guardians Only)

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual ("Participant") and I hereby consent to the Participant using the Facilities, participating in Events and/or engaging in Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties. In consideration for the Climbing Gyms allowing the Participant to use the Facilities, participate in Events and/or engage in Activities, I agree, personally and on behalf of the Participant, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend all of the Released Parties from and against any loss, damage, liability, claim, and expense, including costs and attorneys' fees, incurred by any of the Released Parties as a result of the Participant using the Facilities, participating in Events, or engaging in Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties.

**THIS RELEASE IS A BINDING LEGAL CONTRACT.
PLEASE READ IT CAREFULLY BEFORE SIGNING.**

*****PLEASE PRINT LEGIBLY *****

Today's Date

First Name

Middle Name

Last Name

Printed name of Parent or Court-Appointed Legal Guardian

Home Telephone #

Work Telephone #

Cell Telephone #

Signature of Parent or Court-Appointed Legal Guardian

E-mail Address

EARTH TREKS: MEDICAL FORM FOR OUTDOOR PROGRAMS

Please print this sheet out and legibly print or use the Acrobat PDF form fields to complete all information.

Name of trip: _____ Date of course(s): _____
Full Name of Participant: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Marital Status: _____ Sex: Male Female Age: _____ Occupation: _____
Home Phone: _____ Work Phone: _____

Insurance Information:

You are responsible for any medical expenses and should be covered by your own sickness and accident insurance.

Are you covered by hospitalization and medical care insurance? Yes No

Policy or Certificate number: _____
Insurance Company: _____
Address: _____

Medical Information:

Complete answers to the following are necessary. Earth Treks strongly recommends that you see your doctor, discuss the rigors of the trip with him/her, and receive a thorough physical.

Pulse/Blood Pressure: If you are over 40, or are overweight, or have had an inactive lifestyle, please have your blood pressure recorded.

Blood Pressure: _____ / _____ Pulse Rate : _____ Date Taken: _____

Chronic Health Problems: (If you have any health problems which we should be aware of, please list below and describe).

- Neck, Back, or Shoulder pain or injury: _____
- Diabetes, Seizures, or frequent or unexplained fainting or dizziness: _____
- Chronic illnesses: _____
- Medications and prescriptions you are taking: _____
- Allergies: _____
- Dietary restrictions: _____
- Previous injuries, illnesses, or other medical or emotional considerations or problems which might affect your participation on the trip: _____

In case of emergency, please notify:

Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____

Consent is hereby given to attend a trip organized by El Cap Holdings, LLC, Earth Treks, LLC, Planet Granite Holdings, LLC, their affiliates, subsidiaries, parent companies, or owners and all predecessors and successors (collectively "Earth Treks/Planet Granite") and permission is given for emergency anesthesia, operation, hospitalization or other treatment which might become necessary. The information provided above is a complete and accurate statement of the physical factors which may affect my participation on an Earth Treks/Planet Granite trip. I realize that failure to disclose such information could result in harm to myself and my fellow participants, and I agree to indemnify and hold harmless Earth Treks/Planet Granite if all relevant information is not disclosed. I also agree to notify Earth Treks/Planet Granite should there be any change in my health prior to the Earth Treks/Planet Granite trip.

Signature (by parent or court appointed guardian if under 18)

Date