



# NORTH COUNTRY CLIMBING CENTER

## North Country Climbing Center ("N3C") Visitor and Liability Release Agreement

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

In consideration of the use of the premises, equipment, facilities, and services of the North Country Climbing Center, LLC (hereinafter "N3C"), located at 2572 US Route 302, Lisbon, NH 03585, and permitting me to participate in onsite and/or offsite trips and/or climbing expeditions ("Trips"), I, an adult visitor (eighteen years of age or older) or the parent or legally appointed guardian ("Parent") of a visitor who is a minor, understand, acknowledge, and agree as follows:

**Activities:** I understand that the activities offered by N3C include the following: climbing on and rappelling from artificial indoor walls; bouldering; the use of auto belays and manual belay systems; independent and group exercising, including the use of exercise equipment; classes; programs; teams; competitions; otherwise moving about the N3C premises and its outside perimeter; Trips, as well as outdoor climbing, hiking, and other adventure-related activities associated with N3C ("Activities"). While an orientation will be provided for some Activities, and certain classes and programs are attended by staff, visitors should not assume that they are being supervised or observed in their Activities.

**Risks:** I understand that the Activities require moderate to heavy physical exertion and 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 minor child), or to others. I understand that climbing and other Activities engaged in at N3C and outdoors are dangerous and that visitors will be exposed to risks including, among others, the following:

- (1) slips, falls or collisions while traveling to and from and participating in Trips and/or using the facilities, rock climbing walls, floors, landing areas, entrances and exits, and any other facilities or equipment;
- (2) misuse of equipment (**including, importantly, failure to properly clip into and operate the auto belays**) and facilities;
- (3) failure of equipment, including but not limited to worn or defective safety equipment;
- (4) my, or the minor child's, physical strength, coordination, sense of balance or ability to give or follow directions when climbing, belaying, using an auto belays or otherwise participating in Activities;
- (5) entanglements with ropes or equipment;
- (6) bad decision making by me or the minor child, including, if I am an adult visitor or Parent, while assisting the minor visitor in Activities;
- (7) the acts or omissions of other visitors and persons, including staff, which might include inadequate or faulty instructions;
- (8) falling items, including climbers, dropped ropes, climbing hardware, wall components, rocks, trees, or other items or personal effects
- (9) illness or injury caused by plants, animals, insects, food, weather, or other matters that I or the minor might be exposed to while participating in Activities and/or Trips ("Risks").

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**These Risks and others are inherent to the Activities and the N3C premises and cannot be eliminated.**

**Assumption of Risks:** I understand that the Risks described above, and others, inherent or not, may result in all manner of personal injury, including, but not limited to, trauma, including broken bones, sprains, abrasions, serious injury and even death. I acknowledge and assume all such Risks, inherent and otherwise, whether or not described above. I will carefully read and comply with the guidelines and warnings and instructional signage of N3C. If the visitor is a minor, I, the Parent, have discussed the guidelines, warnings, Activities and Risks with the child who understands them and wishes to participate nevertheless. I understand that N3C offers free protective headgear for my or the minor visitor's use. I assume all risks of using or not using such protective headgear.

**LIABILITY RELEASE AND INDEMNIFICATION:** I, FOR MYSELF, OR ON BEHALF OF A MINOR VISITOR, AS A CONDITION OF BEING ALLOWED TO ENGAGE IN OR OBSERVE ACTIVITIES AT THE N3C FACILITIES AND ON TRIPS, AGREE TO RELEASE, COVENANT NOT TO SUE, HOLD HARMLESS, DEFEND, AND INDEMNIFY NORTH COUNTRY CLIMBING CENTER, LLC, ITS OWNERS, DIRECTORS, OFFICERS, VOLUNTEERS, AND EMPLOYEES (THE "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATING IN ANY WAY TO MY, OR THE MINOR'S VISIT TO N3C OR TRAVEL TO AND FROM AND PARTICIPATION IN ANY N3C RELATED ACTIVITIES AND TRIPS. THE INTENT OF THIS AGREEMENT IS TO SPECIFICALLY RELEASE THE RELEASED PARTIES FROM ALL LIABILITY, INCLUDING ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE RELEASED PARTIES' NEGLIGENCE.

**Other:** I hereby give my permission and consent to the taking and publication of photographs, videotapes, and other images of me or the minor visitor without compensation.

The terms of this agreement and any disputes between a Released Party and a visitor or Parent, related to this agreement or otherwise, will be governed by the laws of the State of New Hampshire. Any suit or mediation of the dispute will take place solely in Grafton County, New Hampshire. I consent to the jurisdiction of such courts, for myself or on behalf of the minor visitor. This agreement is intended to be binding, to the fullest extent of the law, on all persons 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 N3C, travel to and from and participations in Activities and Trips related to N3C on the date on which it is signed and thereafter until it is withdrawn by written notice to N3C or replaced.

**I have read, understand and agree to the terms and conditions herein, on behalf of myself or said minor (if applicable).**

**WARNING:** A person who falsifies his or her signature below or misrepresents the capacity (for example, as being at least 18 years old or as being the Parent) 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 Parties from and against any claim of loss asserted by or on behalf of a person whose visit to N3C was facilitated by that forgery.

*If 18 or older:*

Participant Signature: \_\_\_\_\_

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

*If signing on behalf of a minor:*

A Parent or Legal Guardian must sign below for minor \_\_\_\_\_ and agree that they and the minor are subject to all the terms of this document as set forth above.

Parent / Guardian Name: \_\_\_\_\_

Parent Phone #: \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_

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