

ASCEND's Global Waiver

2141 Mary St., Pittsburgh, PA 15203

All visitors must sign this document

ASCEND Acknowledgement and Assumption of Risks & Release and Indemnity Agreement

All visitors must fill out and sign this Agreement. For visitors under 18 years of age, a parent or guardian must also sign this Agreement.

INTRODUCTION. Please read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (this “Agreement”) carefully before signing. This Agreement informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

Parent(s) or Legal Guardian(s) (hereafter collectively “Parent(s)”) of any participant/visitor under the age of 18 (hereafter sometimes “minor” or “child”) shall sign this Agreement. “I,” “me” or other first person references shall include both the Parent(s) and the minor, unless the context requires otherwise. “Visitor” as used in this agreement refers to persons who visit the climbing or other activity areas of the Climbing Facility as a participant in Climbing Facility activities, or otherwise. References to “Participant/Visitor” include both minor and adult participants/visitors.

The undersigned Visitor, including Parent(s) or Legal Guardian of any minor Visitor, desires to (a) use or be granted access to an Ascend climbing and fitness center (each a “Climbing Facility”) owned or operated by Ascend Climbing LLC, Ascend Climbing Two LLC, Ascend Climbing Three LLC, Ascend Climbing Four LLC, Ascend Climbing Five LLC, Ascend Management LLC and/or Ascend Summit LLC (“Ascend”), their respective agents, owners, officers, directors, employees, representatives, landlords, tenants, partners, joint-venturers, and all other persons or entities associated with any of the foregoing (all of the foregoing parties, including without limitation Ascend, are collectively referred to hereinafter as the “**Released Parties**”), and in consideration for the opportunity to enter upon any Ascend’s Climbing Facility and participate in activities at locations, both indoor and outdoor, that are located at any Climbing Facility or sponsored by or involve any of the Released Parties, **I, the undersigned Visitor, including Parent(s) or Legal Guardian(s) of minor visitors, agree as follows:**

Initials

Acknowledgment and Assumption of Risks

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS. Engaging in climbing or other activities at the Climbing Facility and/or at other locations, both indoor and outdoor, including those that are sponsored by or involve any of the Released Parties, involve serious risks. These activities vary but can include (and are not limited to) bouldering (un-rope climbing), climbing (Top Rope and Sport Climbing), belaying (including the use of auto-belay devices), and rappelling on the Climbing Facility's artificial climbing walls or other walls, equipment, or facilities, with or without Ascend staff present, and other activities such as fitness classes (yoga, cardio, etc.), climbing instructional classes, personal instruction or personal training, and use of rental equipment, weights and/or fitness equipment, slack-lining, crate-stacking, and other related activities. I acknowledge that participating in climbing or such other activities involves risks, including but not limited to risks involving physical activity, decision making, equipment failure or misuse, and such other risks and hazards associated with rock climbing activities, use of artificial climbing walls or my presence in the Climbing Facility. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist, including potential exposure to communicable disease(s). I understand that wearing a helmet does not eliminate the dangers associated with any activity but that in certain instances a helmet can reduce the risk of permanent injury or death. I understand that Ascend recommends that I wear a helmet and that if I choose not to wear a helmet I do so against their advice and at my own risk. **These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to visitor or others.**

I understand that if I choose to exercise or engage in activity at the Climbing Facility, there will be periods when my activities are not supervised or directly monitored by Ascend personnel. I understand that climbing, exercise and/or other activities in unsupervised and/or unmonitored settings may increase the risks to me related to the occurrence of adverse events and the provision of timely emergency response.

I understand that known, unknown and/or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a visitor. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in climbing activities which have not been disclosed in writing to Ascend. I acknowledge that Ascend staff is, and has been, available to answer further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of Ascend personnel is absolutely no assurance of my safety or the lessening of any of these risks, and I represent I am fully capable of participating in these activities without causing harm to me or others. I know that I should contact an Ascend staff member for an orientation if I have not received one previously.

I have read or have had the opportunity to read the Rules & Etiquette and other regulations in the Climbing Facility and agree to abide by such rules and regulations. I agree to follow all Ascend rules and regulations that may be posted at the Climbing Facility or communicated to me by Ascend personnel from time to time

and all safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities. If my access or membership is revoked, suspended or terminated I understand that I am not entitled to a refund.

I understand that neither Ascend nor any of the Released Parties makes any warranties or representations (express or implied) concerning the Climbing Facility, including but not limited to my safety or that of my property while on or about the Facility or the conditions of the Climbing Facility or the quality of the equipment I may use or encounter while in the Climbing Facility or engaging in activities therein.

Climbing is dangerous! In both supervised and unsupervised activities, I acknowledge that all visitors are responsible for their own safety. My participation in these activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks. Therefore, I assume and accept full responsibility for those risks identified here and for those risks not identified, and for injury, damage, death or other loss suffered by me resulting from those risks, my own negligence, and/or the negligence of any one or more of the Released Parties. I expressly assume each and every risk involved with use of the Climbing Facility and involved in the act of climbing, to the fullest extent provided under applicable law, including but not limited to, A) Falls and crashes into the climbing wall, holds, rocks, or other obstacles; B) Risks associated with crossing or climbing up or down; C) Equipment failure; D) My own physical strength, coordination, sense of balance, and ability to follow to give directions while climbing, belaying, lifting, or spotting, E) Fatigue, chill, or dizziness; F) The actions of other individuals. Further, I expressly assume the risk for the ongoing protection and care of my personal property brought onto the premise by myself, or my agents, and understand that the Climbing Facility and/or its staff members maintain no duty to safeguard my personal property.

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Release and Indemnity Agreement

RELEASE AND INDEMNITY AGREEMENT. Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights. The undersigned agree(s) as follows:

(1) I hereby release, waive, forever discharge, and covenant not to sue the Released Parties, with respect to all losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys' fees and costs), whether known or unknown, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in activities at the Climbing Facility and/or at other locations, both indoor and outdoor, that are sponsored by or involve the Released Parties, use of the Climbing Facility's climbing walls or other equipment or facilities, or my/my child's presence on or

about the Climbing Facility. I hereby waive all claims I may have against the Released Parties, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against any one or more of the Released Parties, as a result of any injury, damage, death or other loss suffered by me or my child regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties;

(2) I hereby agree to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) and hold each of the Released Parties harmless with respect to all losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys' fees and costs), whether known or unknown:

(a) Brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in activities at the Climbing Facility and/or at other locations, both indoor and outdoor, that are sponsored by or involve the Released Parties, use of the Climbing Facility's climbing walls or other equipment or facilities, or my/my child's presence on or about the Climbing Facility, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties; and/or,

(b) Brought by a co-visitors or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in activities at the Climbing Facility and/or at other locations, both indoor and outdoor, that are sponsored by or involve the Released Parties, use of the Climbing Facility's climbing walls or other equipment or facilities, or my/my child's presence on or about the Climbing Facility, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties.

This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of any one or more of the Released Parties and includes, but is not limited to, claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

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Miscellaneous

MISCELLANEOUS. I authorize Ascend staff or any of the Released Parties to obtain or provide medical care for me without liability and to transport me to a medical facility. I authorize medical personnel to render such treatment they deem necessary for my health. I agree that the Released Parties have no responsibility for medical care provided to me and I agree to pay all costs associated with such medical care and transportation.

I authorize Ascend to use any photograph, video or other image of me taken inside the Climbing Facility or at any event sponsored by any of the Released Parties to be used in promotional materials, brochures, websites, television, films or such other uses that they deem appropriate and with no compensation to me. However, ASCEND aims to respect its participants and visitors and will attempt to obtain explicit consent when using photos, especially when used in prominent advertising and evergreen marketing materials. Should a participant or visitor ever feel uncomfortable with the use of their image, please contact marketing@ascendclimbing.com.

This Agreement shall not constitute an invitation to enter upon the Climbing Facility and I acknowledge that I have received only a limited license to enter upon the Climbing Facility as a licensee and solely for my own benefit, and the limited license may be amended or revoked at any time by Ascend in its sole and absolute discretion.

I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, and I understand that this is the entire agreement between me and Ascend and that it cannot be modified or changed by any representation or statement(s) by the Released Parties or any agent or employee thereof. This Agreement may only be amended by a written document duly executed by all parties. Any portion of this Agreement deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Agreement and the remaining provisions shall continue in full force and effect.

I agree that this Agreement and all other aspects of my relationship with the Released Parties are governed by Pennsylvania state law exclusive of its choice of law provisions. Further, any mediation, arbitration, lawsuit, or other proceeding (a "Dispute") arising out of or relating to my enrollment or participation in Ascend activities, must be filed or entered into only in the Allegheny County, Pennsylvania and Pennsylvania law shall apply, except where the Dispute results from my being a visitor at a Climbing Facility in Ohio. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator.

I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION INVOLVING ANY ONE OR MORE OF THE RELEASED PARTIES OR THE CLIMBING FACILITY.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon myself and my family, my heirs, executors, personal representatives, estate, and my successors and assigns.

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Privacy Policy

<https://www.ascendclimbing.com/privacy-policy>

Signature

By applying my electronic signature to this agreement, I agree that my electronic signature is the legally binding equivalent of my handwritten signature on paper. I will not, at any future time, claim that my electronic signature is not legally binding or enforceable.

ADD YOUR SIGNATURE

Personal Agreement

I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms.

CLICK TO SIGN

I certify the above information is accurate.

Note: In order to proceed you need to fill your initials on required clauses and sign the document

AGREE AND SUBMIT