

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

RIM OF THE WORLD CLIMBING CLUB, hereby referred to as “ROWCC”, with its mailing address at PO Box 290, Twin Peaks, CA 92391, is a private social club for rock-climbing enthusiasts and mountaineers. ROWCC’s only purpose is to facilitate meetups for rock-climbing enthusiasts to come together and climb and organize social events where climbers can come together in a relaxed setting to share their climbing experiences, discuss routes, and build friendships.

ROWCC explicitly declares that it does not function as a teaching club and does NOT provide its members (“Members”) with any form of training or rock-climbing equipment (i.e., ropes, harness, carabiners, etc.). Each Member of ROWCC is solely responsible for their own training, competence, and acquisition of necessary rock-climbing equipment. Additionally, ROWCC assumes no liability or responsibility for any member’s use of another Member’s equipment. The use of another Member’s equipment is entirely at the discretion and risk of the Member utilizing such equipment. ROWCC strongly advises all Members to exercise caution, adhere to safety guidelines, and acquire appropriate training and equipment to ensure their own well-being during any climbing-related activities.

As a condition for my membership with ROWCC, I hereby, freely, voluntarily, and without duress execute this Assumption of Risk, Release of Liability and Indemnification Agreement (the “Agreement”) on behalf of myself, my heirs, my estate, and legal representatives. I acknowledge and agree to be bound by all the provisions outlined in this document.

- **CONDITION OF MEMBERSHIP:** Must be 18 years or older. No person may become a Member of ROWCC without first executing this Agreement.
- **I UNDERSTAND THAT ROWCC ACTIVITIES** (including but not limited to rock climbing, bouldering, mountaineering and camping, collectively “Activities”) **CAN BE DANGEROUS AND INVOLVE THE RISK OF INJURY AND DEATH.** Participation in such Activities is an assumption of risk and an expression of acceptance of all associated risks. All Members are directly responsible for their own safety, use and maintenance of personally owned equipment, and staging or storing of equipment while not in use.
- ROWCC does not accept any individual or collective liability or vicarious liability or responsibility for any direct action or inaction, expressed or implied, conducted by any individual or group acting as a MEMBER or guest of ROWCC Activities.
- ROWCC assumes no liability for guests of its Members participating in ROWCC Activities. All guests must sign a waiver of liability before engaging in any ROWCC Activities. Members are responsible for ensuring that their guests sign the waiver and understand

the inherent risks associated with rock climbing. By inviting guests to participate in ROWCC Activities, Members acknowledge and accept the responsibility for their guests' compliance with the waiver of liability requirements.

- ROWCC does not accept any individual or collective custodial liability or responsibility pertaining to any party of minority age. All participants of minority age in social company of ROWCC Activities must be accompanied and supervised by a parent or legal guardian Member of majority age at all times while participating in ROWCC Activities must comply with the following:
 - Lack of Custodial Liability: ROWCC does not accept any individual or collective custodial liability or responsibility for participants of minority age during ROWCC Activities. This means that ROWCC is not legally responsible for the well-being, supervision, or care of participants who are under 18 years old.
 - Parent or Legal Guardian Supervision: All participants of minority age who engage in ROWCC Activities must be accompanied and supervised by a parent or legal guardian who is a Member of majority age. This requirement ensures that a responsible adult is present to oversee the participation of the minor and assume the necessary duty of care.
 - Continuous Supervision: The parent or legal guardian must provide continuous supervision to the minor throughout the entire duration of the ROWCC Activities. This supervision includes ensuring the minor's safety, adherence to rules and guidelines, and appropriate conduct during the activities.
 - Legal Capacity and Authority: The accompanying parent or legal guardian must have the legal capacity and authority to act as the responsible adult for the minor participant. This typically means being the parent or legal guardian recognized by law.
- ROWCC is not an instructional entity in part or as a whole. Any and all participants release and hold harmless ROWCC, ROWCC board members, and ROWCC club Members, guests, and participants, individually and collectively, for any direct action, indirect action, explicit or implied information shared pertaining to Activities.
- ROWCC does not provide any equipment for Activities conducted as individuals or as a social club.
- ROWCC assumes no responsibility for providing medical care.

ASSUMPTION OF THE RISKS: I understand and acknowledge that rock climbing is a dangerous activity that involves risks and dangers including, but not limited to, falling, slipping, tripping, hitting objects, rope abrasion, and equipment failure. I understand that the activities provided by ROWCC involve inherent risks and dangers and may result in serious injury, paralysis, or death. I hereby agree to assume all inherent risks that are associated with the ROWCC Activities, and any harm, injury, illness, or loss that may occur to me or my property as a result of my participation in the Activities or during any transportation to or from the Activities and waive any and all claims

against ROWCC, its officers, directors, employees, agents, other Members and volunteers for any loss, damage, or, including death, that might be sustained by me or my property while participating in the activities provided by ROWCC or caused by the negligence of ROWCC, its officers, and other Activities participants. I also understand that any equipment that I use is at my own risk and that any such equipment is without any warranty about its condition or suitability.

RELEASE OF LIABILITY: I hereby release, discharge, and hold harmless ROWCC, its agents, officers, other Members, volunteers and contractors, the providers of any equipment used in the Activities, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) FROM ANY AND ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, illness, death, loss or harm to myself, to any other person or to any property during the course of the Activities or in any way related to the Activities, including during transportation to or from the Activities. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities.

INDEMNIFICATION HOLD HARMLESS AND DEFENSE:

- a) I agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims, demands, actions, or causes of action, including reasonable attorney fees and expenses, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my property while participating in the activities provided by ROWCC. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on myself, my heirs, my estate, and legal representatives will be obligated to respect and enforce them.

- b) I agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims, demands, actions, or causes of action, including reasonable attorney fees and expenses, brought by my guest(s) or their legal representatives, arising out of or related to any loss, damage, or injury, including death, that may be sustained by my guest(s) or their property while participating in the activities provided by ROWCC .

USE OF MY LIKENESS: I understand that during the Activities I may be photographed or videotaped. I hereby grant ROWCC and its affiliates, successors, and assigns, the irrevocable and unrestricted right to use, publish, and reproduce my likeness, image, and voice in any and all media, including without limitation photographs, videos, and recordings, for the purpose of promoting the Club's activities, events, and programs. I understand that ROWCC may edit, alter, or modify my likeness, image, and voice as it deems necessary, and that I have no right to approve or review any such modifications. I acknowledge that I will not receive any compensation for the use of my likeness, image, and voice, and that ROWCC is not required to use my likeness, image, and voice in any manner. I represent and warrant that I am the sole owner of my likeness, image, and voice, and that I have the full right and authority to grant ROWCC the rights set forth in this clause.

SEVERABILITY: I acknowledge that the intent of this Agreement is to serve as an enforceable RELEASE OF LIABILITY AND INDEMNITY, and that it is intended to be as comprehensive and inclusive as allowed under the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

PRIOR TO SIGNING THIS AGREEMENT, I HAVE THOROUGHLY REVIEWED AND READ ITS CONTENTS TO ENSURE THAT I FULLY UNDERSTAND ITS TERMS. I AM OVER THE AGE OF 18 AND NO ORAL STATEMENTS, INDUCEMENTS, OR REPRESENTATIONS HAVE BEEN MADE TO ME OUTSIDE OF WHAT IS OUTLINED IN THIS DOCUMENT. I ACKNOWLEDGE THAT THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT THAT IMPACTS MY LEGAL RIGHTS AND I HAVE SIGNED IT VOLUNTARILY AND OF MY OWN ACCORD.

Signature: _____

Date: _____

Name Printed: _____

Date of birth: _____