

## **CORE CYCLE & OUTDOOR, LLC**

### **CLIMBING WALL RULES**

**Please read the following rules of CORE Cycle & Outdoor, LLC (“CORE”) that apply to the Climbing Wall. You are responsible for understanding and abiding by these rules. Please ask management if you do not understand or have questions about any of these rules or anything else about the Climbing Wall.**

- All climbers must fully execute the Visitors Agreement before using the Climbing Wall.
- Only climbing equipment approved by CORE staff is to be used for the climbing facility.
- Climbers must tie in with a figure 8 knot.
- Loose chalk is not allowed in the CORE. Chalk balls only!
- For insurance purposes, no instruction is allowed except by CORE employees.
- Climber must always double-check systems before each and every climb and shall not climb until systems are checked by a CORE employee.
- When using the auto belays you may only climb an arms width to either side of the point where the auto belay is anchored at the top of the wall.
- A parent or guardian must accompany climbers 13 years old or younger at all times.
- No bare feet allowed on the Climbing Wall!
- No horseplay! No running, yelling or jumping.
- No alcohol, drugs or tobacco allowed. Anyone suspected of being under the influence will not be permitted to climb. No foul language on CORE’S premises. No chewing gum for safety reasons. Also, food and open drinks are not allowed on padded surfaces.
- Personal items are not allowed on padded surfaces.
- Management and employees have the right to suspend or terminate anyone’s permissions to use the Climbing Wall for violation of these rules, policies, other instruction of employees or unsafe actions. In such a case, there will be no refund of any fees. Rules are subject to change or for any other reason in the sole discretion of management.
- Any injuries or damaged equipment must be reported to CORE employees.
- These are not all of CORE’S rules or policies. Participants are responsible for reading additional rules or policies posted at CORE.

# CORE CYCLE & OUTDOOR, LLC

## VISITOR AGREEMENT

(Including Assumption of Risks, Release and Indemnity)

In consideration of the use of the premises, facilities and services of Core Cycle & Outdoor, LLC (“CORE”), I (the “Visitor”) and, if the Visitor is less than eighteen years of age (a minor), his or her parent or legal guardian who is executing this Visitor Agreement on behalf of the Visitor hereby represents and warrants:

Visitor, parent and/or legal guardian, understand, acknowledge and hereby agree as follows:

**Activities and Risks:** The activities offered by CORE include, but are not limited to, the following; climbing on and rappelling from artificial indoor Climbing Walls of up to 30 feet in height and related actions (collectively “Activities”). The Activities require moderate to heavy physical exertion. No Visitor who is under the influence of alcohol or any other substance, or who, in the sole discretion of CORE management or employees, for any reason, might be a danger to themselves or to others is allowed to participate in any Activities.

I understand that climbing and the Activities are inherently dangerous and that Visitor will be exposed to risks including, among others: overexertion; failing to properly secure themselves to belay devices; falls from walls and equipment; abrupt contact with other persons, structures and equipment; falling climbers, and dropped tools and hardware; the failure of ropes, harnesses, climbing holds and other equipment, including mats and pads; and the carelessness of other people. Rented equipment is accepted by the Visitor in an “as is” condition and without any warranty, guarantee or representation of CORE management or employees as to condition, sustainability, safety, or otherwise. Visitor is responsible for the risks of the climbing wall and his/her Activities, supervised or not, and must follow CORE instructions and directions, rules and policies.

I understand that CORE staff is not responsible for the condition of any equipment I bring to CORE including harnesses, belay devices and ropes, and that it is my responsibility to continually inspect and maintain such equipment and follow the manufacturers’ instructions.

**Assumption of Risks:** The risks described above, and others, are inherent to Climbing Walls and cannot be eliminated without affecting the basic nature and use of the Climbing Wall and reducing its appeal and value. I understand and appreciate that the risks described above and others, inherent or not, may result in trauma, injuries, breaks, sprains, abrasions and other serious injury and/or death. I knowingly and voluntarily assume all such risks, inherent and/or otherwise, whether or not described above.

If the Visitor is a minor, the parent or legal guardian warrant and he/she has discussed the activities, risks, injuries or death with the minor, who understands and appreciates them and knowingly and voluntarily assumes the risks.

**Release and Indemnity:** Visitor, parent or legal guardian, to the maximum extent allowed by law, agree to release, hold harmless, defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees), CORE and their respective owners, members, directors, officers, employees, agents or others for whom CORE may be liable (all referred to as "Released Parties") with respect to any and all claims, actions, causes of actions, injuries, disability, death or other losses or damages of any kind or nature to person or property in any way related to the Activities, including, but not limited to, the use of the Climbing Wall, CORE's facilities, equipment or services. This release, hold harmless and indemnity agreement includes losses or damages caused or claimed to be caused, in whole or in part, by the negligence or careless actions of the Release Parties.

**Other:** I acknowledge and agree to the following additional provisions:

I agree to abide by CORE rules, policies and instructions.

I hereby authorize and grant permission to CORE to secure emergency medical treatment for myself or my minor child or ward. I have insurance sufficient to cover medical costs that may be incurred and/or in any event I agree to be responsible for such costs.

I represent that neither I nor the minor Visitor (if applicable) have any mental or physical condition that might create risks to ourselves or to others. I understand that CORE reserves the right to deny or terminate a Visitor's participation in the Activities, in its sole discretion, for any reason.

I authorize CORE to take photographs and videos of me and/or the minor Visitor for any lawful purpose (e.g., publicity, web content) without compensation and agree that such photographs and video are the property of CORE.

I, along with the Released Parties, agree that the laws of the State of Mississippi shall govern this Visitor Agreement and that any actions, claims or suits relating in any way to this Visitor Agreement, CORE, the Activities, or any other dispute between a Released Party and visitor, parent or legal guardian shall be brought solely in a court of competent jurisdiction in Lee County, Mississippi. Visitor, parent and/or legal guardian, along with the Released Parties, **AGREE TO WAIVE OUR RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING** related in any way to this Visitor Agreement, CORE, or the Activities.

This Visitor Agreement shall be binding, to the fullest extent allowed by law, on all persons signing below, the minor child, if any, and their respective successors, heirs, executors, administrators and family members. This Visitor Agreement may not be altered except by written agreement signed by all parties hereto. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable, the remainder shall nevertheless remain in full force and effect.

I understand that each time I, or the minor Visitor, visits CORE, then I, or the minor Visitor, shall be and remain bound by the terms and conditions herein; provided, however, that CORE

may require a modification or replacement agreement in the future as a condition to further use of the Climbing Wall, CORE equipment or facilities or other Activities.

**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 this Visitor Agreement hereby agree to indemnify the Released Parties from and against any claims, actions, suits or damages, including costs and attorney fees, asserted by or on behalf of a person whose visit to CORE or whose use of the Climbing Wall, equipment, facilities or other Activities was assisted or facilitated by that signature or misrepresentation.

**I have read, understood, fully informed myself of the contents of this Visitor Agreement, which includes a release and indemnity agreement, and knowingly and voluntarily enter into this agreement.**

**For an adult, 18 years and older:**

**Adult Visitor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Complete the following section with the Visitor's information

First Name	MI	Last Name	Phone Number	
Street Address		City	State	Zip
Email Address		Birthdate		Age
Emergency Contact		Phone	Relation	
Would you like to receive our monthly newsletter? ____Yes ____ No				
How did you hear about us? _____				

**For a Minor, 17 years and younger:**

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**I am the parent or legal guardian of the minor visitor and I have read, understood and fully informed myself of the contents of this Visitor Agreement, which includes release and indemnity agreement. I knowingly and voluntarily enter into this Visitor Agreement on my**

own behalf and on behalf of the minor visitor, and I am fully authorized to sign this Visitor Agreement on behalf of the Minor Visitor.

Legibly Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ Same as visitor \_\_\_\_\_ Different from visitor (must list below)

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Street

City

State

Zip