

REALE ADVENTURES INC.

Release of Liability, Assumption/Acknowledgement of Responsibility and Risk.

Warning: There are significant elements of risk involved with participating in or observing any activity associated with a "rock climbing gym", "climbing", "rock climbing", and or "ropes course" (referred to herein as "activity") and the use of any equipment involved in such activities.

Acknowledgement of Risks: I recognize and have been warned that there are inherent risk(s) of danger in this type of activity. The risks may result in serious injury or death. The risks include, but are not limited to, falling off the wall; loose and / or damaged artificial holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floors; equipment failure; belay and or belayer failure; climbing out of control or beyond ones limits; the negligence of other climbers, visitors, participants, or the other persons who may be present; musculoskeletal injuries and / or over training; head injuries; or my own negligence.

Express Assumption of Risk and Responsibility: In recognition of the inherent risks of which I and my minor children for which I am responsible, will engage in, I confirm that I am "we are" physically and mentally capable of participating in the activity and / or using equipment. I / we participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness "including death", and any expenses as a result of my negligence or the negligence of my minor children. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur. I also assume risk for accident or injury caused by the negligence of my belayer regardless of whether such negligence is comparative or contributory.

I assume the risk(s) of personal injury, accidents and or illness, including but not limited to sprains, torn muscles, and or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, and / or spinal injuries, animal bite or attack, insect bite or allergic reaction, shock, paralysis, drowning, and or death, and acknowledge during the activity I / we may experience fatigue, chill, and / or dizziness which may diminish my/ our reaction time and increase the risk of accident.

Concurrently, I waive each and every claim of liability, against Reale Adventures, Inc., it's successors and / or assigns, officers, agents, employees and / or representatives, and /or which may otherwise be asserted against Reale Adventure, Inc., it's successors and / or assigns, officers, agents, employees and / or representatives which relate to the kinds of risk outlined and assumed by me (above) as evidenced by my signature, and release, below.

Covenant of Good Faith: I recognize that you, as a provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities, or problems in the group, and / or refuse or terminate the participation of any person you judge to be incapable of meeting rigors or requirements of participating in the activity. I accept your right to take such actions, you deem necessary, for the safety of my self and / or other participants. I acknowledge that no guarantees have been made with respect to climbing objectives.

Medical Authorization: If I were to sustain injury or illness while participating in the "activity", that left me either unconscious or so severely injured that I could not make the necessary decisions for medical treatment, I hereby authorize any medical treatment to stabilize or treat any injury or illness I incur while participating in the "activity". I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and / or medical services as may be incurred on my behalf.

Release: In consideration of services or property provided, I , for myself and any minor children for which I am a parent, legal guardian or otherwise responsible, any heirs, personal representatives, do hereby release: Reale Adventures Inc., its principals, officers, directors, agents, employees and volunteers, and each and every land owner, municipal and / or government agency upon whose property and activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever, (except that which is the result of gross negligence).

Further Agree: I further agree, should Reale Adventures Inc. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I hereby agree to indemnify and hold them harmless for all such fees and costs. Furthermore, in the event that I file a lawsuit against Reale Adventures Inc., I agree to do it solely in the County of Chester and the State of Pennsylvania. Also I agree that if any portion of this contract is found to be void or unenforceable, the remaining portions shall remain in full force or effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by the court of law to have waived my rights to maintain a lawsuit against Reale Adventures Inc. on the basis of any claim I have released them herein. I also agree that 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.

Participants Name (printed) _____ **Home Phone** () ____ - ____ **Date of Birth** ____ / ____ / ____ **Age** ____

Street Address _____ **City** _____ **State** _____ **Zip** _____ **Emergency contact Info** _____ **Relation** _____ **Phone #** () ____ - ____

Do you have any medical conditions/restrictions: YES NO **If yes what are they:** _____

Signature of participant: _____

Parent or Guardian's Additional Indemnification (must be completed for participants under the age of 18): In consideration of _____ (print minor's name) being permitted by Reale Adventures Inc. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Reale Adventures from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participations by Minor.

Parent or Guardian Signature: _____ Print Name: _____ Date: ____ / ____ / ____

Lesson ____ / ____ / ____ Belay Test: Test Results: P F Instructor: _____ Date: ____ / ____ / ____