

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

(referred to throughout as "Agreement")

NAME (first/last - Print) _____ Today's Date: ____/____/____
(hereafter referred to as "Participant")

As with most high adventure recreational activities, Participant acknowledges and understands that involvement in the activities of the Torrent Falls Climbing Adventure are not without risk. Such risks of participation in the high adventure via ferrata include but certainly are not limited to, loss or damage to personal property, injury or death of Participant from such events/items as; falling off a rock wall, cable, swing, zip line or bridge; loose or damaged artificial or natural holds, rock or tree falling, abrasions from ropes, cables, pads or other equipment, actions/activities of other climbers or other persons present in the via ferrata; carabineer, harness or equipment failure and many other events/items. Recognizing such events/items, Participant understands that property damage or injuries to Participant may be substantial and permanent, including but not limited to, fractures, muscle strains, sprains, and even in some circumstances paralysis or death. Participant further acknowledges that these items are just some of the known risks and that other risks, both known and unknown are involved in this high adventure activity.

If, at any time, Participant is in or about the via ferrata and Participant feels anything to be unsafe, including but not limited to weather conditions, course condition, equipment or any other participant, Participant agrees and warrants to immediately advise Torrent Falls Climbing Adventure personnel and cease activities until the reported item is corrected.

Participant warrants that Participant understands the strenuous nature, both emotionally and physically, of this activity, and the Participant has no medical or physical condition which could interfere with the safety of Participant or other participants in the via ferrata. As such, Participant warrants that Participant is physically and mentally capable of safely participating in all aspects of the high adventure via ferrata activity.

In order to maximize safety of all involved, Participant agrees to abide by all rules, guidelines, instruction established by Torrent Falls Climbing Adventure, its staff members and agents. The failure of Participant to abide by all such rules, guidelines and/or instructions of Torrent Falls Climbing Adventure may result, in the sole discretion of Torrent Falls Climbing Adventure, withdrawing permission of Participant to remain in the via ferrata, ejection from facility/property or such other reasonable restrictions.

IMPORTANT RELEASE, WAIVER AND DISCHARGE LANGUAGE

With full knowledge of the information above, and in consideration of the facility provided and the right to participate, Participant, on behalf of Participant, his/her personal representatives, heirs, next of kin, agents and each of them do hereby **RELEASE, WAIVE, AND DISCHARGE** Torrent Falls Climbing Adventure, LLC, ROC Enterprise, Mark Meyer, Kathryn Meyer, Christian Ferrera, including each of their respective heirs, representatives, owners, directors, affiliates, successors, predecessors, assigns, agents, consultants, volunteers, sponsors, equipment providers, contractors, vendors, landlords, insurers and each of them, as well as other climbing adventure participants/visitors and each of them (collectively referred