

Participant Waiver and Release Form

72 Lauo Lp, Kahului, HI 96732 USA

Aloha Rock Gym Legal Liability Waiver

Climbing is Dangerous!

In consideration of being permitted to be present at, attend, observe, and participate in activities provided by Aloha Rock Gym (the "Activities"), at the facilities located at 72 Lauo Loop, Kahului, Hawaii 96732 (the "Facility" or "Facilities"), I, for myself and for any minor child(ren) who I bring with me, and our respective personal representatives, heirs and assigns, hereby agree as follows::

1. I understand and acknowledge that the Activities include but are not limited to climbing in all forms including but not limited to bouldering, top-rope climbing, lead climbing, hang board training, campus board training and any apparatus training to heights of all levels up to 40 feet, group fitness including but not limited to all forms of coached climbing, team climbing, guided climbing, yoga, pilates, crossfit, the use of free weights, individual conditioning and machines for cardio and/or otherwise.
2. I hereby acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in them. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time my health suffers, I will immediately discontinue participation, and leave if appropriate.
3. I hereby authorize Aloha Rock Gym, its respective owners, investors, members, managers, shareholders, agents, directors, officers, volunteers, employees, landowners, subsidiaries, equipment providers, contractors and affiliated companies (collectively, "Releasees") and medical care provider(s) to carry out any emergency medical transport or medical care for me, as may be necessary in their sole discretion, and I agree to be fully responsible for any costs associated with such transport and care.
4. I agree that I am solely responsible for the inspection and use of all equipment and Facilities rented from and/or provided by Aloha Rock Gym, I agree not to use such equipment unless and until I am satisfied with the inspection of the condition of such rented and/or provided equipment and any instructions I have received in the use of such equipment and Facilities. **EQUIPMENT AND FACILITIES RENTED FROM AND/OR PROVIDED BY ALOHA ROCK GYM IS ACCEPTED "AS IS", WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.** I assume all risks inherent in the operation and use of rented and/or provided equipment and Facilities and release the company from all claims for damage to property or bodily injury relating to such operations and use. I am also solely responsible for the possession and use of equipment provided by Aloha Rock Gym and release Aloha Rock Gym from any and all claims for damage to property or bodily injury relating to such possession and use.
5. Should I damage or break any of Aloha Rock Gym's equipment, property or Facilities, I shall be liable for the cost of repair or replacement of such equipment or Facilities.
6. I am solely responsible at all times for the supervision of any and all minor child(ren) who accompany me to the Facility.

7. I will not bring any animals into the Facility, whether a support animal or otherwise, except for a service animal as defined by Hawaii state law - which is permitted. However, I will be solely responsible for the care, control and conduct of any such service animal and I will defend, indemnify and hold Releasees harmless from and against any and all claims, damages, injuries and costs related to the presence of such service animal in the Facility.

8. I hereby consent to the reproduction and use by Aloha Rock Gym of photographs, videos and other images and sound recordings of me, without compensation, for advertising or other purposes. I release Aloha Rock Gym and other Releasees from any claim of violation of any personal and/or proprietary right (including copyright) I have in connection with such representation or use.

9. Aloha Rock Gym shall not be responsible for the safekeeping, loss, theft or damage to my personal property.

10. I hereby agree that it is my responsibility to comply with all posted and published procedures and all instructions given by Aloha Rock Gym, including risk management and protocols, intended to prevent injuries to myself and others while climbing or otherwise participating in any Activities.

11. I hereby further agree that it is my responsibility to comply with all posted and published procedures, including 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.

12. In the event of an emergency, Aloha Rock Gym is authorized to notify the person(s) listed in my emergency contact information provided below.

13. I understand and agree that I must sign this Agreement if I intend to enter the Aloha Rock Gym Facility, whether or not I intend to participate in any of the Activities.

14. I hereby knowingly, voluntarily and expressly agree to waive and release any claim I may have against Aloha Rock Gym and/or the Releasees and any other Visitors, and further agree not to sue any Releasee with respect to any and all claims of injury, disability, death, products liability (including strict liability), breach of warranty or other loss or damage to person or property suffered by me arising in whole or in part from my visit to the Facility.

15. I UNDERSTAND THAT THE ACTIVITIES I WILL OR MAY PARTICIPATE IN INVOLVE INHERENT AND OTHER RISKS AND DANGERS, including but not limited to falling from potentially high heights, losing my balance, striking padded or unpadded surfaces, being injured by equipment, being injured by the actions or inactions of other participants and bystanders, collisions with other participants, falls due to slick or uneven surfaces, equipment failures, potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors), and physical injury or illness as a result of physical activity or being on the premises where the Activities take place, all of which risks may result in serious injury, illness, emotional distress, and death (collectively, the "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of the conditions and settings in which the Activities take place, or the alleged or actual negligence (including the gross negligence or intentionally wrongful conduct) of the Releasees. I understand that the description and list of the Risks in this Agreement is not complete, and that I will encounter Risks not described herein, known and unknown, inherent and

otherwise, in connection with the Activities. With a full understanding of the foregoing, I VOLUNTARILY AGREE TO ASSUME ALL INHERENT AND OTHER RISKS OF INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of, or in connection with, the Activities.

16. I HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS RELEASEES FOR ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO ACTIVITIES, INCLUDING INJURY, ILLNESS, EMOTIONAL DISTRESS, OR DEATH CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES. I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Releasees, I will DEFEND, INDEMNIFY, AND HOLD HARMLESS each of the Releasees from any attorneys' fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.

17. I understand that the provisions of this Agreement will apply every time I am in the facilities or participate in the Activities. I agree that this Agreement is a contract which will be enforced to the fullest extent allowed by law and will be binding on me, my assignees, heirs, assigns, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be enforceable.

The staff of Aloha Rock Gym reserves the right in its sole discretion to refuse entry to, or to remove any person from Aloha Rock Gym or Activity for any reason or no reason whatsoever.

I further agree that I will be responsible for the Minor's conduct and compliance with all Aloha Rock Gym rules and instructions, and that this Release shall remain in effect for any future participation by the Minor at the Facility, unless revoked in writing.

18. For Parent/Legal Guardian of Minors:

I, the undersigned parent or legal guardian of the above-named minor ("Minor"), hereby represent that I have legal capacity and authority to act on behalf of said Minor. I consent to the Minor's presence at and participation in all activities at Aloha Rock Gym, and agree to all terms of the Aloha Rock Gym Participant Waiver and Release as if the Minor were of legal age.

I acknowledge and agree that rock climbing and related activities involve inherent risks which may result in serious injury or death, and that those risks are fully assumed by both myself and the Minor. I hereby release, discharge, and agree to indemnify and hold harmless Aloha Rock Gym and the Releasees from any and all claims, demands, or causes of action which are brought by or on behalf of the Minor, or by any other person, arising in connection with the Minor's participation in the Activities or presence at the Facility, whether caused by the negligence of Releasees or otherwise.

Initials

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.

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.

Note: Create a signature on the signature section before proceeding

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