

Brownstone Exploration & Discovery Park, LLC.

ROCK CLIMBING WAIVER OF CLAIM AND RIGHT TO SUE, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

Participant's Name: _____

Emergency Contact: _____

Address: _____

Emergency Phone #: _____

PLEASE BE AWARE THAT BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC., AND/OR THE TOWN OF PORTLAND, OR THEIR MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS (HEREINAFTER THE "RELEASES") FOR PERSONAL INJURIES OR WRONGFUL DEATH OR PROPERTY DAMAGE, ANTICIPATED OR UNANTICIPATED, SUSTAINED BY YOUR PARTICIPATION IN ROCK CLIMBING ON OR ABOUT THE PREMISES OF THE RELEASES AS A RESULT OF ANY NEGLIGENCE OF THE RELEASES DURING YOUR PARTICIPATION IN ROCK CLIMBING AT THE BROWNSTONE EXPLORATION & DISCOVERY PARK

IN CONSIDERATION of permitting me to enter the premises known as Brownstone Exploration & Discovery Park for rock climbing activities; I, for myself, my personal representatives, heirs, executors, administrators, assigns, or next of kin, do hereby acknowledge that rock climbing activities including specifically rental and/or use of equipment if applicable (hereinafter the "Activities") involve the risk of serious injury and/or death and/or property damage, and hereby release, waive, discharge, and agree not to sue the Releases for personal injury, property damage, or wrongful death occurring to me which arises out of or is related to participation in any of the Activities, whether caused by the negligence of the Releases, or otherwise.

I ASSUME full responsibility for any risk of bodily injury, wrongful death or property damage arising out of, or related to, participation in any Activities, whether foreseen or unforeseen, and whether caused by the negligence of the Releases, or otherwise.

I ACKNOWLEDGE that I have been given an opportunity to inspect the property and my participation indicates my satisfaction with the condition of same.

I AGREE to indemnify and save and hold harmless the Releases from any loss, liability, damage or cost that may occur which arises out of any Activities, whether caused by the negligence of the Releases, or otherwise. I will comply with all rules, terms and conditions for participation in any and all Activities. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

I DECLARE THAT I HAVE READ THIS CONTRACTUAL DOCUMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee having been made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent is in complete understanding and concurrence with this agreement.

PARTICIPANT: _____
(Please print)

(Signature required)

(Age)

(Date)

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance, or guarantee having been made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless the Releases from any loss, liability, damages, or cost that may occur which arises out of my minor child's climbing activities on or about the premises of the Releases, whether caused by the negligence of the Releases, or otherwise.

PARENT/GUARDIAN: _____
(Please print)

(Signature required)

(Date)