

Equipment rental agreement Release of Liability/Waiver/Hold Harmless

RENTAL IS SECURE WHEN DEPOSIT HAS BEEN RECEIVED BY ROCKON CLIMBING, LLC FULL PAYMENT IS DUE ON OR BEFORE DELIVERY. NO EXCEPTIONS!

I, RENTEE, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing, or colliding, emotional injury, paralysis, distress, damage, or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless Rockon Climbing, LLC from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should Rockon Climbing, LLC or anyone acting on behalf of Rockon Climbing, LLC be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold Rockon Climbing, LLC harmless for all such fees and costs. In the event I, RENTEE, or any of my participants file a lawsuit against Rockon Climbing, LLC, it is agreed to do so solely in the State of Virginia and Virginia law will be controlling in the suit. RENTEE agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by Rockon Climbing, LLC to utilize the equipment and/or facilities, RENTEE and RENTEE'S participants agree to indemnify and hold harmless Rockon Climbing, LLC from any and all claims which are brought by the RENTEE and/or their participants and which are in any way connected with such use or participation of contracted equipment. This also includes any and all accidents or injuries that might occur to RENTEE or any others during transportation of the contracted equipment.

A set of rules and directions have been reviewed by the RENTEE. RENTEE agrees to follow and utilize the rules at all times during the operation and use of this attraction.

I, RENTEE, by signing this document acknowledge and certify that I have had sufficient opportunity to read the entire rental agreement and acknowledge of the RISKS, that I understand its content and that I execute it freely and without duress of any kind and agree to the terms herein stated.

Signature of RENTEE or Authorized Representative

_____ Date_____

Print_____

I, RENTEE agree that I am responsible for all items rented from Rockon Climbing, LLC. RENTEE will be held responsible for any damage or missing items. RENTEE will also be responsible for any loss of use from items being damaged or missing while in their possession.