

**CHAKSTONE GYM, LLC'S WAIVER OF LIABILITY, ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT**

I, _____, hereby agree that I have read the following form and that I understand its content and meaning. I further agree that I have voluntarily and unconditionally have signed this form of my own free will.

The person whose signature appears at the bottom of this form voluntarily agrees and understands the following:

To: Chakstone Gym, LLC ("Chakstone") and all its representatives, agents and employees (collectively called the "Agents").

1. I agree that as a precondition to my participation in all events organized by Chakstone and its Agents including but not limited to indoor rock climbing (hereinafter referred to as the "Activities") and in further consideration of Chakstone allowing me to do so, that I will be strictly bound by the terms of this Waiver of Liability, Assumption of the Risk and Indemnity Agreement (the "Agreement").

2. I acknowledge that the Activities involve inherent risk and dangers that may cause serious injury and even possible death to participants.

3. I fully understand the risks and dangers associated with my participation in the Activities and accept said Activities entirely at my own risk.

4. I agree to abide by the rules and policies posted within the Chakstone's facility.

5. I hereby waive any and all claims which I may have against Chakstone its Agents and release Chakstone and its Agents from any and all liability for injury, death, property damage, illness, sickness or any other loss/harm that may occur to me or my property as a result of my participation in the Activities, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care by Chakstone and its Agents.

6. I promise to indemnify, hold harmless and release Chakstone and its Agents against any and all claims, including but not limited to claims for negligence, breach of contract or breach of any statutory or other duty of care by Chakstone and its Agents. I also promise to indemnify, hold harmless and release Chakstone and its Agents against any and all claims for my own negligence and/or any other claim arising from my conduct during my participation in the Activities.

7. I agree that the purpose of this Agreement is that it shall be an enforceable Waiver of Liability and Indemnity as broad and inclusive as is permitted by Pennsylvania law. I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect.

8. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. I agree that any dispute arising from this Agreement or in any way associated with the Activities shall be brought only in the Court of Common Pleas of Luzerne County or the U.S. District Court for the Middle District of Pennsylvania, and I agree to the jurisdiction and venue of those courts for any such dispute.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS AGREEMENT HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature of Customer: _____ Date: _____

Print Name: _____ Date of Birth: _____

In consideration of a minor child being permitted to participate in the Activities, I accept and agree to the full contents of the Agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding the Activities. I also agree to hold harmless, indemnify and release Chakstone and its Agents from all liabilities and claims that arise in any way from any injury, illness, death loss or harm that occurs to the minor child during the Activities or in any way related to the Activities. This includes any claim of the minor child arising out of the negligence, breach of contract or breach of any statutory or other duty of care by Chakstone and its Agents.

Parent/Guardian Signature: _____

Print Name: _____

Relationship to Minor Child: _____

Date: _____