

# Rocky Face Mountain Recreational Area

## Climbing and Rappelling Rules, Registration, Release, and Assumption of Risk

### Rules for Climbing, Bouldering, and Rappelling

- The installation, adjustment, or maintenance of any fixed hardware is **STRICTLY** prohibited. New routes are not permitted.
- Report hardware problems to Park Staff immediately.
- Climb only in designated areas and only during Park hours.
- Report any accidents to Park Staff.
- Trad and Solo climbing are **STRICTLY** prohibited.
- Youth under age 18 **MUST** have adult supervision.
- No one under the age of 18 is allowed on top ledge of quarry unless rappelling and secured by rope/gear.
- Alcohol and Tobacco are **STRICTLY** prohibited.
- All other Park Rules and Regulations apply. Violation(s) may result in confiscation of permit, and/or eviction from the Park.
- Helmets are **STRONGLY** encouraged when climbing. Helmets **MUST** be worn and mats **MUST** be used when bouldering.

In consideration of being allowed to participate in any way in climbing, bouldering, or rappelling at Rocky Face Mountain Recreational Area, I the undersigned, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate acknowledge, appreciate, and agree to the following:

I acknowledge that my participation in rock climbing, bouldering, or rappelling activities entails known and unknown risks that could result in physical or emotional injury, permanent disability, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I certify that I have obtained the proper equipment and training to engage in rock climbing, bouldering, and rappelling activities. **I understand that Rocky Face Mountain Recreational Area was a former rock quarry and loose rock is associated with this area. I understand that a helmet may protect me from falling rock and debris and the use of a helmet at all times is strongly encouraged.** I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. The risks, include, but are not limited to: the hazards of walking on uneven terrain; slips and falls; collisions; being struck by falling rock or other objects dislodged or thrown from above; the malfunction of climbing ropes and equipment; the forces of nature (ice, snow, extreme heat, extreme cold, thunderstorms); the risks of falling off the rock; contact with poisonous plants; snake bites; insect bites/stings, contact with other wild and domesticated animals; hypothermia, hyperthermia, and dehydration; my own physical condition, and the physical exertion associated with this activity.

On behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Alexander County Government, Alexander County Parks and Recreation Department, Rocky Face Mountain Recreational Area, their employees, agents, volunteers, participants, and all other persons or entities acting on their behalf, from any and all claims, demands, and causes of action, of any kind whatsoever which are, or may be, in any way connected with my participation in this activity.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event of an accident or emergency that renders me unable to communicate, I grant my permission for any medical care, operations, and/or anesthesia, which might become necessary.

Climbing routes have been designated and climbing hardware has been installed, but Alexander County Government, Rocky Face Mountain Recreational Area, Alexander Parks and Recreation, their employees, agents, volunteers, participants, and all other persons or entities acting on their behalf make no representation any route or installed hardware is safe. Use judgment and due caution in choosing routes and test any and all hardware for stability and security before use.

By signing this document, I acknowledge that I have carefully read this agreement and release of liability and fully understand its contents. I acknowledge that I have read the above Rules for Climbing, Bouldering, and Rappelling as well as Rocky Face Mountain Recreational Area's General Rules and Regulations, and I agree to abide by these rules. I am aware that this is a binding contract. However, it is not intended to assert any rights or defenses that are prohibited by law. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Office Use Only: P.R. Initials
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Participant Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Vehicle Description: \_\_\_\_\_ DL# \_\_\_\_\_ DOB: \_\_\_\_\_

Emergency Contact Name and Phone: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

### **Parent's or Guardian's Additional Indemnification**

In consideration of \_\_\_\_\_ (Print Minor's Name) participating in rock climbing, bouldering, or rappelling activities at Rocky Face Mountain Recreational Area, I agree to indemnify and hold harmless Alexander County, Alexander County Parks and Recreation Department, Rocky Face Mountain Recreational Area, their employees, agents, volunteers, participants, and any and all persons or entities acting on their behalf from any and all demands, claim, or causes of action of any kind whatsoever, which are or may be brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I acknowledge I have read the above Rules for Climbing, Bouldering, and Rappelling, as well as the General Rules and Regulations of the Park; I acknowledge I have read and signed the above Release and Assumption of Risk on behalf of Minor; and I acknowledge I have given my permission for Minor to participate in climbing, rappelling, and/or bouldering at Rocky Face Mountain Recreational Area.

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dates of activity: \_\_\_\_\_

### **Helmet Waiver**

**Rocky Face Mountain Recreational Area was a former rock quarry and loose rock is associated with this area.** I understand that a helmet may protect me from falling rock and debris. I waive the right to wear a helmet and I fully and voluntarily accept these risks.

Participant's/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ROCK DIMENSIONS, INC.**  
**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of being allowed to participate in any way in the program, related events, activities, and services of Rock Dimensions, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as Rock Dimensions), I the undersigned, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate acknowledge, appreciate, and agree to the following:

1. I acknowledge that my participation in rock climbing, rappelling, caving, hiking, climbing tower and/or ropes course activities entails **known and unknown** risks that could result in physical or emotional injury, permanent disability, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.  
**The risks include, among other things:** the hazards of walking on uneven terrain and slips and falls; being struck by rock fall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling off the rock; the risks of exposure to insect bites, snakes, and other animals; the risk of cold and heat including hypothermia, hyperthermia, and dehydration; my own physical condition, and the physical exertion associated with this activity.  
Furthermore, Rock Dimensions employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. On behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Rock Dimensions, 1st Tracks Corporation, Chrisland Properties, Trail Seekers dba Footsloggers (herein after referred to as Footsloggers), and Blue Ridge Learning Centers from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Rock Dimensions' equipment or facilities, including any such claims which **allege negligent acts or omissions of Rock Dimensions**.
4. Should Rock Dimensions, 1st Tracks Corporation, Chrisland Properties, Footsloggers, Blue Ridge Learning Centers or anyone acting on the behalf of these organizations, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Rock Dimensions, 1st Tracks Corporation, Chrisland Properties, Footsloggers, or Blue Ridge Learning Centers I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Rock Dimensions and/or 1st Tracks Corporation, Chrisland Properties, Footsloggers and Blue Ridge Learning Centers on the basis of any claim from which I have released them herein. 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.**

Signature of Participant \_\_\_\_\_ Age \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Rock Dimensions to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Rock Dimensions and 1st Tracks Corporation, Chrisland Properties, Footsloggers, and Blue Ridge Learning Centers from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.  
Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_