

INSTRUCTIONS FOR WALL CLIMBING

1. Safety harness and rope or cable are mandatory for all climbers.
2. Check that the harness is fastened and adjusted properly.
3. Make sure the carabineer is attached to the harness properly and locked.
4. Climbers must climb according to his/her personal skill level or as recommended by rock wall attendant.
5. Climbers are allowed the use of anchored modular hands and footholds ONLY. The use of the climbing rope, harness, carabineer, and/or other climbing equipment is prohibited for upward movement.
6. Upon reaching the top or other desired height, climber must descend in the safely-approved position. The climber should:
 - Release from the modular hand and footholds.
 - Place BOTH hands on the designated climbing rope or cable.
 - Allow his/her body to relax and lean back into a seated position
 - Gently push away from the wall using the balls of his/her feet and walk down the wall until your feet can reach the floor.
7. Climbers must stay within the respective climbing route.
8. No swinging from side to side.
9. No stepping on the belay cable.
10. No climbing if cable does not retract.
11. Communications with the climbing coach only, no distracting other climbers with idle conversation.

WALL CLIMBING OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with use of Wall Climbing Equipment and Related Activities

Wall Location: _____

I Please Print First Name, Middle Name & Last Name do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with wall climbing activities to which I am about to engage, including but not limited to:

- 1) Change surface of wall and hand / footing supports on wall;
- 2) Changing condition or involvement of:
 - a) other participants, b) the harness and associated rope and other equipment used during wall climbing, c) Conditions of floor or ground surface, d) available lighting
- 3) Inclement weather, lighting, variances and extremes of wind, weather and temperature;
- 4) My sense of balance, physical condition, ability to climb or follow directions;
- 5) The presence of insects and flying life forms;
- 7) equipment failure or operator error;
- 8) heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- 9) fatigue, chill and / or reaction time and increased risk of an accident

I specifically acknowledge that I have read, understand and agree to abide by all wall climbing instructions at all times, and that I have been trained in the safe use of wall climbing equipment to my complete satisfaction, and I am physically/mentally able to participate in the wall climbing activities to which I am about to engage.

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and / or regulation or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releasees, I hereby agree as follows:

- 1) **To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees.**

Kitty Hawk Kites Inc., Kitty Hawk Flight School LLC, Blubox Partnership, Tanger Outlet Center, Camp Hatteras LLC, Maritime Properties Inc.,
Corolla Light Community Association, Village Realty Nags Head, Hampton Inn & Suites, Monterey Shores, Beachmar IV LLC, Pizza Hut,
Town of Nags Head, Dare and Currituck Counties, You Can Fly, LLC, John Harris

Owner (Company and / or Individual)

- 2) To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
- 3) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it, and I agree to be bound by it.

_____ Signature of Adult Participant	_____ Name of Adult Participant (Please print)	_____ Date
_____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	_____ Name of Parent of Guardian (Please print)	_____ Date
	_____ Name of Minor (Please print)	_____ Date

DECLARATION OF FITNESS FOR WALL CLIMBING

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Wall Climbing.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addition, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Wall Climbing activities, I will notify the instructor immediately.

I have read the above Declarations, understand them, and agree to be bound by them.

S/ _____ Signature of Adult Participant	_____ Name of Adult Participant (Please print)	_____ Date
_____ Address of Adult Participant		_____ Phone #
S/ _____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	_____ Name of Parent of Guardian (Please print)	_____ Date
_____ Address of Parent of Guardian		_____ Phone #
_____ Email		
_____ Name of Minor (Please print)		_____ Date

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If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor before commencing any activity
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PLEASE BE SURE TO SIGN. THANK YOU

FF POL-WADF (0803)

May we add you to the Kitty Hawk Kites Email Newsletter list (we DO NOT give out your email information)? Yes No

How did you hear about Kitty Hawk Kites? (Check all that apply)

- Brochure on the Outer Banks - Where? _____ Magazine - Which One? (Sunny Day, Visitors Guide) _____
- Internet - Which Referral Site? _____ TV Radio Newspaper
- Billboard Drove By Friend Visited Us Before Other _____