



WELCOME TO EARTH TREKS CLIMBING CENTERS

Earth Treks is a leader in the field of climbing instruction and a member of the Climbing Wall Association. Earth Treks will provide climbing equipment and instructors who will be responsible for all climbing activities. Kids and adults of all ages, regardless of prior experience, will have an exhilarating climbing adventure. We hope you look forward to getting vertical at Earth Treks!

WHAT TO WEAR

Please wear comfortable clothing that will not restrict movement. Sweatpants/shorts and a T-shirt are fine. While helmets are not required, they will be made available at no charge. Children may bring their own bike helmet if they desire. Please wear appropriate foot attire; sneakers tend to work best. No open toed shoes/sandals.

Directions are on the back of the card.

DIRECTIONS TO EARTH TREKS, ROCKVILLE

725 Rockville Pike, Rockville, MD 20852 | 240-283-9942

- From I-270 North or South: Take exit 5 (Falls Rd) North towards Rockville town center.
- At end of ramp, follow Falls Road and stay in right lane. Continue straight at first light onto Maryland Ave.
- Stay in right lane, continue for 3/4 miles and turn right onto Fleet Street at light.
- Continue on Fleet Street for 1/4 mile to stop sign.
- Go straight through intersection and take the first left into the back entrance of the Mario building.
- We are located in the rear of the Mario building at the right hand end of the loading docks.

www.EarthTreksClimbing.com

TO: _____'s
Birthday Party at Earth Treks Climbing Centers!

DATE: _____

TIME: _____

PLEASE RSVP BY : _____

PARENT'S NAME: _____

PHONE: _____

EMAIL: _____

ATTENTION PARENTS

Please open this card and complete the form on the inside. For participants under the age of 18, this release form **MUST** be completed and signed by their parent or court appointed legal guardian prior to the start of any birthday party. Don't hesitate to give us a call at 410-872-0060.

EARTH TREKS - WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

The individual named below desires: (a) to use or permit the use of one or more of the Earth Treks Climbing Centers (individually or collectively as the context may require, "Facility") located at - (i) 7125-C Columbia Gateway Drive, Columbia, Maryland 21046, 725 Rockville Pike, Rockville, Maryland 20852, and/or 1930 Greenspring Drive, Timonium, Maryland 21093 (collectively, "Maryland Facilities"), and/or (ii) 700 Golden Ridge Road, Golden, Colorado 80401 ("Colorado Facility"); and/or (b) to participate in trips and/or climbing expeditions sponsored by or involving the following (individually or collectively as the context may require, "Earth Treks") - (i) Earth Treks, Inc., Earth Treks Columbia Climbing Center, LLC, Earth Treks Timonium Climbing Center, LLC, Earth Treks Rockville Climbing Center, LLC, and/or Earth Treks Climbing Expeditions, LLC (collectively, "Maryland Entities"), and/or (ii) Earth Treks Golden LLC and/or Earth Treks Golden Climbing Center, LLC (collectively, "Colorado Entities"). In consideration for Earth Treks permitting me to use the Facility and permitting me to participate in the trips and/or climbing expeditions ("Trips"), I have agreed to execute this Waiver And Release Of Liability And Assumption Of Risks ("Release").

WARNING BY EARTH TREKS: There are significant elements of risk associated with climbing and any adventure, sport or activity associated with Earth Treks (individually, "Activity" and collectively, "Activities"). Although Earth Treks has taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy each particular Activity for which you may or may not be skilled, we must remind you that each Activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of accidental injury, illness, or in extreme cases, permanent trauma or death.

I acknowledge that using the Facility, participating in the Trips and participating in other Activities sponsored by Earth Treks involves certain inherent risks, including the risk of death or serious personal injury. I agree to assume all such risks, as well as any other risks involved in using the Facility, participating in the Trips or participating in any other Activity sponsored by or involving Earth Treks. I agree to release and discharge Earth Treks and all of its officers, directors, managers, members, employees, agents, and representatives, as well as all other persons or entities that may own, operate or manage each Facility, including but not limited to the respective landlord of each Facility, as well as any and all other persons or entities that might have any liability whatsoever to me (collectively, "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any Activity, occurrence or event involving the Facility, the Trips or Earth Treks. This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of the Released Parties. I further agree to indemnify, hold harmless and defend Earth Treks and each of the other Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by Earth Treks or any of the other Released Parties as a result of my using the Facility, participating in the Trips, or participating in any other Activity sponsored by or involving Earth Treks. In addition, I understand that wearing a helmet while climbing at the Facility or participating in a Trip is recommended. If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result of not wearing a helmet.

Insofar as the Maryland Facilities and the Maryland Entities are concerned: (a) the laws of the State of Maryland shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability thereof; and (b) I agree that any lawsuit brought against any Released Parties shall be brought solely in the Circuit Courts for Howard County, Baltimore County or Montgomery County, Maryland. Insofar as the Colorado Facility and the Colorado Entities are concerned: (i) the laws of the State of Colorado shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability thereof; and (ii) I agree that any lawsuit brought against any Released Parties shall be brought solely in the District Court for the First Judicial District, Jefferson County, Colorado. This Release shall be effective upon my execution hereof and shall continue in force, unless sooner terminated pursuant to a written notice, for so long as I or (if applicable) my child or such other below-named individual use a Facility, participate in a Trip, or participate in any other Activity sponsored by or involving Earth Treks.

I acknowledge and agree that Earth Treks reserves the right to use any photograph taken at the Facility, on a Trip, or in connection with any other Activity involving Earth Treks to be used in Earth Treks' promotional materials, brochures and website.

I HAVE READ AND I UNDERSTAND THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS FORM I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING *** Please print legibly. ***

_____ Today's Date	_____ Participant's Name (First Name, M.I., Last Name)	_____ Participant's Date of Birth	
_____ Street Address	_____ City	_____ State	_____ Zip Code
_____ Home Telephone Number	_____ Work Telephone Number	_____ Cell Telephone Number	
_____ Signature of Participant		_____ E-mail Address	

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual ("Participant") and I hereby consent to the Participant using the Facility, participating in Trips and participating in other Activities sponsored by Earth Treks. In consideration for Earth Treks allowing the Participant to use the Facility, participate in Trips and participate in the other Activities, I agree, personally and on behalf of the Participant, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend Earth Treks and all other Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by Earth Treks or the other Released Parties as a result of the Participant using the Facility, participating in Trips, or participating in any other Activity involving Earth Treks.

_____ Today's Date	_____ Printed name of Parent or Court-Appointed Legal Guardian	_____ Signature of Parent or Court-Appointed Legal Guardian
_____ Home Telephone Number	_____ Work / Cell Telephone Number	