



## Vertex Climbing Inc.

Pison Ave., Brgy. San Rafael, Mandurriao, Iloilo, 5000



I, Nicole Emerald Diel , with email : nicolediel12@gmail.com , Phone number : +639671755121, Born at : 11/05/2006 , Living in Iloilo City, Iloilo, Philippines , with address for correspondence: Dumangas, Iloilo, Philippines Iloilo City, Iloilo, Philippines 5006

As a emergency contact, I state :

Nelyn Diel with phone number: +6309171843802

## GYM POLICIES

VERTEX CLIMBING INC.

1. Before entering Vertex Climbing areas, you must register and sign the digital waiver.

Registration can be done online or on site at the front desk.

2. Visitors of Vertex Climbing are obliged not to use the facilities if they have medical conditions or if their health condition creates or increases the risk of injury or injury related to their participation in activities or programs offered at Vertex Climbing.

3. We do not recommend that you use the Vertex Climbing facilities if you are pregnant or have medical conditions or suffer from an acute or chronic illness that creates or increases the risk of injury or injury.

4. A necessary condition for the use of the facilities is to undergo a briefing on the safe use of the facilities and to sign a waiver and declaration of informed consent to these rules. For persons under 16 years of age, the declaration of informed consent must be signed by a

parent/guardian or a person authorized by the parent/guardian to ensure that the person under 16 is familiar with the rules of Vertex Climbing.

5. Compliance with the safety rules of Vertex Climbing and the instructions of the staff at Vertex is mandatory while one is in the premises of Vertex Climbing. The use of the facilities is associated with certain risks, including the risk of serious bodily injury (including broken limbs, bruises, abrasions, etc.) or fatal consequences due to slipping, stumbling, falling from a height, contact with the facility and equipment.

6. Parents are obliged to familiarize their children with the safety rules in an appropriate and understandable way for them and ensure that they are observed. Parents exercise direct supervision over their children, regardless of the fact that our instructors monitor compliance with the rules at Vertex Climbing during your visit.

7. Removal of any or all equipment (including but not limited to climbing shoes, weights, training equipment, etc.) from Vertex Climbing premises, is strictly prohibited.

8. The minimum age required to use Vertex Climbing facilities is 5 years. However parental supervision for children aged 5 to 13 years old is mandatory.

9. Appropriate footwear must be used on the climbing facilities. Only climbing shoes are permitted in the climbing area and street shoes are strictly prohibited.

10. All jewellery, watches and other loose items should be removed and pockets must be checked and emptied prior to climbing.

11. Prior to ascending the climbing walls, always check if the area is clear and safe and that you are not in the way of other climbers.

12. Keep the fall zones clear of any personal belongings.

13. Whenever possible, climb down to avoid injury.

14. Running or any similar horseplay in the climbing areas is prohibited as it endangers the safety of gym users.

15. Food and drinks, other than water, are prohibited in the climbing areas.
16. Be observant as to other Vertex Bouldering visitors. If one notices threatening behaviour, please inform any of the Vertex Employees immediately.
17. You are responsible for your personal belongings, Vertex Climbing is not responsible for lost or damaged personal belongings.
18. Entering the climbing areas under the influence of alcohol or narcotic substances is strictly prohibited.
19. In case of non-compliance with gym policies, safety instructions, aggressive and indecent behaviour, one can be asked to leave Vertex Climbing premises. The decision of any of the Vertex Climbing Managers is final.
20. In case one is ousted from the premises, the paid entrance fees shall not be refunded and Vertex Climbing shall not owe any compensation for the forfeited amount.
21. Your safety is our concern but YOUR responsibility.

#### ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INFORMED CONSENT

##### 1. Introduction

The undersigned ("Participant") desires to use the facilities of programs of Vertex Climbing Inc. (hereinafter "Vertex"), Pison Avenue, Brgy. San Rafael, Mandurriao, Iloilo ("Facility"). The Facility consists of:

- Climbing walls and mats
- Gym and Training Area
- Café and Mezzanine
- Bathroom and Toilets
- Parking lot

## 2. Informed Consent

In consideration of Vertex permitting me to use the Facility, I hereby agree to be bound by the terms of this Assumption of Risks, Release of Liability, and Informed Consent and by the provisions of the Gym Policies of Vertex, a copy of which has been delivered to the Participant at the time that this Assumption of Risks, Release of Liability, and Informed Consent is executed and delivered by the Participant (together, the "Release").

I hereby acknowledge, accept, and agree that the sport of rock climbing, the use of Vertex's climbing wall and other facilities, including but not limited to off-site events, and participation in activities, programs and trips offered by Vertex involve inherent and significant risks. I am satisfied as to the information I have received regarding the Facilities and Programs and have had the opportunity to ask any questions that I wished and received thorough answers to such questions.

I have examined the Facilities and I am aware that there are significant inherent risks associated with rock climbing, and other activities offered at the Facility, including yoga, weightlifting, and other generally understood fitness activities and principles. I am aware that the use of the Facilities and participation in any of Vertex's Programs, may result in injury including but not limited to:

1. All manner of injury resulting from my falling off or from the wall or climbing site, hitting the floor or ground, wall faces and features, climbing holds, people, whether permanently or temporarily in place;
2. All manner of injury resulting from the actions, omissions or negligence of other participants, visitors or other persons who may be present including, but not limited to, falling climbers, or dropped items, such as, but not limited to, ropes, climbing hardware, spinning or broken holds, other wall parts, falling rocks or other objects, or personal effects;
3. Cuts or abrasions resulting from skin contact with the wall or any other surface; and
4. All manner of injury resulting from failure to follow Vertex's posted rules, employee instructions, or failure to ask for information or assistance.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Facilities or Program participation. Transportation to and from off-site activities, including but not limited to camps, or outdoor trips, is an example of such other possible risk. I agree that such list no way limits the extent or reach of the Release. If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform Vertex' employees until corrected or satisfactorily answered.

I certify that I have no medical, physical, or other conditions that could interfere with my ability to climb or any other activity within Vertex. I have read, understand, and agree to comply with Vertex's rules and regulations.

I understand that indoor rock climbing is not the same as outdoor climbing and that additional skills and training are necessary for outdoor climbing that cannot be acquired indoors. I agree to seek qualified instruction before attempting to climb outdoors.

Vertex reserves the right to use any photograph or video taken at Vertex or in the course of programs for promotion materials, brochures, and/or website, whether in the courts of climbing, during a lesson, birthday party, private group or otherwise. Vertex retains exclusive rights to such photographs and videos.

### 3. Release of Liability

I also agree to release and discharge Vertex and all of its respective offices, directors, shareholders, members, partners, employees, agents and representatives, as well as all other persons corporations, or other entities that might have any liability to me (The "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 otherwise involving the Facilities or Programs. This release is intended to release and discharge the Released Parties from all damage, 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 any Release Parties.

I further agree to indemnify, save, and hold harmless, and defend the released parties from and against any loss, damage, liability, and expense, including costs and attorney's fees, incurred by a Released Party as a result of my using the Facilities or participating in any activity sponsored by or involving The Club.

In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, attorney's fees, and all other related expenses incurred in such litigation. In the event of no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

The laws of the Republic of the Philippines shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any Released Party shall be brought solely in Philippine courts of competent jurisdiction.

#### 4. Personal Belongings

Personal belongings and materials should be stored in the cubbyholes, lockers or spaces reserved for this use. Vertex climbing does not assume responsibility for misplaced or stolen items in any of the Facility, including the parking areas, objects deposited in the cubby holes or lockers.

#### 5. Notification in Case of a Problem

Participant is obligated to communicate to Vertex employees any damage or problem observed in the Facility in order to ensure a safer environment for all users and eliminate any potential risks.

Failure to communicate such may result in negligence on the part of participant

I have read and understand both the Gym Policies and the Assumption of Risks, Release of Liability, and Informed Consent and agree and accept their terms.

Date: 06/12/2025

Signature:



## CONSENT TO RECEIVE MARKETING MESSAGES

☒ I agree

☐ I do not Agree

☐ I agree

my photos to be used for marketing purposes!

Date : 06/12/2025

Signature:

