



## EVENT CONTRACT

Page 1

This contract is entered into between \_\_\_\_\_

Contact person is \_\_\_\_\_ Phone(\_\_\_\_) \_\_\_\_\_

Contact person @ event \_\_\_\_\_ Phone(\_\_\_\_) \_\_\_\_\_

and Heath Campbell, d.b.a. Rock A' Lanche, 880 N Benson Cir. Pahrump, NV. 89060 referred to as only Rock A' Lanche.

**TERMS AND CONDITIONS:** Rock A'Lanche will provide one (1) mobile rock climbing wall, for this activity which will be operated on \_\_\_/\_\_\_/\_\_\_ from the hours of \_\_\_\_\_ to \_\_\_\_\_ in \_\_\_\_\_ (City/st).

\_\_\_\_\_ (organization) will pay \$ \_\_\_\_\_ (rental amount) for the use of the equipment during this time, \$ \_\_\_\_\_ for mileage, for a total of \$ \_\_\_\_\_ One half of the rental \$ \_\_\_\_\_ to be paid upon completion of

this contract **as a deposit to hold the date, (deposit is non-refundable)** and the balance of the total amount to be paid on the date of the event before set-up.

Rock A' Lanche will furnish labor and equipment, materials, including set up and breakdown, and a certificate of liability insurance in the minimum amount of one, & up to two(2) million dollars.

### OTHER INFORMATION:

- Participants are required to follow all rules and instructions posted and/or given verbally.
- Space required a relatively flat 20' wide, by 40' deep with 27' of overhead clearance (rock wall).
- Organization will provide electricity for rock only if lights are necessary.
- All participants must sign the waiver.

By \_\_\_\_\_ By \_\_\_\_\_

Heath Campbell

Agent for Rock A' Lanche for \_\_\_\_\_

# EVENT DETAILS

Page 2

City \_\_\_\_\_ Event \_\_\_\_\_

Organization \_\_\_\_\_ Date of event \_\_\_\_\_

Equipment: Rock Climbing Wall

Set up time and date: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Financial Arrangements: ½ payment as a deposit then ½ upon set-up of event.

Contact Person and Phone number: \_\_\_\_\_

Address of event: \_\_\_\_\_

Directions: \_\_\_\_\_

\_\_\_\_\_

Agent of Rock A' Lanche and phone number is Heath Campbell cell phone # (775) 209-5552

**Outside Space Requirements:** 20' wide by 22' deep space with 29 feet of overhead clearance.

**Inside Space Requirements:** To enter a building we need a door over 8' wide, and more than 101 " tall.

We can set up in a space as small as 20' wide by 22' deep with 29' of overhead clearance. Keep in mind we must have quite a large amount of space to maneuver into this small of space. If there are going to be other items near us we should be one of the first in, and last out.

**Power Requirements:** 20 amps of 110v only if lights are needed.

**Other Information:** A release/waiver must be signed for/by all participants see attached.

**Insurance:** We carry a one million dollar general liability insurance policy, and will be glad to provide you with proof of insurance when you rent any of our equipment.

Want additional insurance? We can have your organization named as an additional insured for a \$1 00.00 fee. The fee applies to each named additional insured (ie if you wanted the Chamber of Commerce, the City of Pahrump, and the Old timers day festival each named as additional insured's that would be \$300.00).

Name of Additional Insured \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax Number \_\_\_\_\_

\$100.00 fee must accompany the request !!! No refunds once we have placed the request. This is in addition to the deposit.

**Warning:** We have been advised that our general liability insurance may not cover your employees when they might be covered by workers compensation insurance. The way it was explained to us is: If we were doing a promotion at a car dealer while the dealership was open, and an employee was working at the time of an injury, it might be a workers compensation claim, and not covered by our general liability policy. If we were doing a company picnic for that same car dealer, still on his property, but the employee was not working, but there for the company picnic, it most likely would be covered by our general liability policy. I'm not an insurance expert, nor an attorney; we haven't experienced any claims with our general liability. I just hope we never have an injury. Just FYI.

# WAIVER OF LIABILITY AND ASSUMPTION OF RISK

**-Please Read in its Entirety- We do not sell or release customers information**

**Page 3**

I, for myself, my child or ward sign this Waiver and Assumption of Risk in consideration of the opportunity to use the equipment, or to participate in any parties or activities with Rock A' Lanche Climbing Walls.

I, for myself, my child or ward agree to follow the safety instructions provided and acknowledge that failure to do so may result in removal from Rock A' Lanche Climbing Walls.

I, for myself, my child or ward acknowledge and understand that there are dangers and risks associated with rock wall climbing and agree to assume all risk of personal injury, including the potential for paralysis and death. I, for myself, my child or ward certify that participant(s) is/are physically fit to participate in all activities related to Rock A' Lanche Climbing Walls.

I, for myself, my child or ward, and on behalf of my or their heirs, assigns, personal representative and next of kin, **HEREBY HOLD HARMLESS** Rock A' Lanche Mobile Rock Climbing Walls, its owners, members, officers, employees, equipment manufacturers and sponsoring agencies, and staff for all liability, for risks known or unknown, even if arising from negligence from other participants or employees.

I further acknowledge that the equipment used in the sport of climbing is subject to unforeseen stress and damage which may cause it to break or become dysfunctional without warning and in that regard I understand that Rock A' Lanche makes no general, expressed or implied warranty of any kind regarding its climbing equipment, including but not limited to the Climbing Wall, auto-belays, and holds, and I accept the use of its equipment in its "as is" condition and without warranty.

## **FOR PARTICIPANTS OF MINORITY AGE:**

This is to certify that I, as parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf, on my behalf, and on behalf of all other parents or guardians of the minor, I hereby accept the above assumption of risk, release, waiver of warranty, and waiver of liability as an inducement for allowing my child, or this minor, to participate and use Rock A' Lanche Climbing Walls, and do hereby consent and agree to the entire contract above. I have discussed the inherent dangers of rock climbing with my/this child.

Participant: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Participant: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Participant: \_\_\_\_\_ Birth Date: \_\_\_\_\_

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

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

I understand that this document is a contract and that I have read it thoroughly, understand and agree to the terms. By signing below, I, for myself, my child or ward willingly agree to the contract terms and to pay for all medical costs, attorney's fees and all other damages from injury to myself, my child or my ward.

Parent/Guardian/Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Emergency Contact Name & Number \_\_\_\_\_