

**LIABILITY RELEASE, WAIVER, INDEMNIFICATION,  
EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE**

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**THIS IS A LEGALLY BINDING LIABILITY RELEASE, WAIVER, INDEMNIFICATION, EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE (the “Release”) THAT AFFECTS YOUR LEGAL RIGHTS.** By signing this Release you forever give up all your rights to recover compensation or obtain any other remedy for any injury of damage to yourself or your property or for your death arising out of your participation in the Program as defined and described below.

I, (print name) \_\_\_\_\_, hereby affirm that I am 18 years of age or older, and I have carefully read this Release in its entirety. By my signature below and by my initialing each numbered section, I agree to each and every term and condition of this Release. I understand that Galina Parfenov Training and the “Released Parties” as defined in section 4(a) below are collectively referred to herein as “GALINA PARFENOV TRAINING”.

\_\_\_\_\_ 1. I have hired Galina Parfenov Training and/or am voluntarily participating in one or more services and activities that, now or in the future, are offered, sold, operated, provided, sponsored, managed, supervised, or directed by GALINA PARFENOV TRAINING. I have voluntarily requested that Galina Parfenov Training provide athletic training, coaching, instruction, and/or related services to me remotely via the Internet or phone and/or in person at various locations, environments, and facilities, including, but not limited to indoor and outdoor locations, climbing and recreation facilities, boulders, rock formations, and/or remotely. I understand that the services and activities may involve, without limitation: (a) rock climbing (including without limitation, climbing on artificial and natural rock surface, outdoor instruction, online instruction, etc.), (b) weight and cardiovascular training, (c) transportation in cars and/or other vehicles, (d) spectating and/or attending training sessions, camps, and other events, in person or remotely, (e) online training services and/or other services unsupervised by GALINA PARFENOV TRAINING, and (f) other activities, programs, clinics, events, camps, instruction, and classes, either in person or remotely, with or without the supervision of GALINA PARFENOV TRAINING or any of its employees, contractors, or personnel. All services and/or activities provided by Galina Parfenov Training now or in the future, including, but not limited to, all of those services and activities described in this paragraph 1, are collectively referred to herein as the “Program”.

\_\_\_\_\_ 2. I understand that rock climbing, bouldering, weight lifting, cardiovascular and/or athletic training, online and/or remote training and instruction, training with professional climbers, coaches, and other climbers and athletes of varying experience and skills, and all services and activities provided to me through the Program, are extremely intense, strenuous, and physically demanding activities. I am unaware of any physical or mental condition that would (a) prevent me from safely participating in the Program or (b) endanger my health or safety or the health and safety of others due to my participation in the Program. I swear and attest: (i) that I have consulted with my physician prior to participating in the Program and that my physician has not advised me against participating in the Program, (ii) that I am physically fit, sufficiently trained, and competent to participate in the Program, (iii) that I have no physical injuries or medical conditions that would make my participation in the Program dangerous to myself or others, and (iv) that all of my questions regarding the Program have been answered to my satisfaction. I further acknowledge and agree that I am solely responsible for my own health, safety, and welfare while participating in the Program. I acknowledge and agree that GALINA PARFENOV TRAINING has no obligation to provide medical assistance or care to me or to any other participant in the Program. In the event that medical care is provided to me, I hereby consent to such care and I hereby waive all claims and release Galina Parfenov Training from any and all liability associated with such care. I attest that I have adequate insurance to cover any death, injury or damage to myself and/or my property and to any other person or property that I may suffer or cause while participating in the Program and I agree to bear all costs of such death, injury or damage personally in the event that my insurance does not fully cover the damages and costs. I acknowledge that GALINA PARFENOV TRAINING recommends my use of a UIAA approved climbing helmet to help mitigate head injuries while I am participating in the Program. If I do not wear a helmet at any time during my participation in the Program, which I acknowledge is against the advice of Galina Parfenov Training, or if I use the helmet

improperly, I hereby waive all claims and release GALINA PARFENOV TRAINING from any and all liability associated with my refusal or failure to wear a helmet or improper use of the helmet. I understand that my participation in the Program may be photographed, videotaped, written about, and promoted by GALINA PARFENOV TRAINING, and as partial consideration for my participation in the Program, I hereby give permission to GALINA PARFENOV TRAINING to use my likeness in any medium for any purpose whatsoever, at any time, including but not limited to commercial advertising.

\_\_\_\_\_ 3. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS (BOTH APPARENT AND UNANTICIPATED) INHERENT IN MY PARTICIPATION IN THE PROGRAM, INCLUDING THE RISK OF SERIOUS INJURIES TO MY PERSON AND/OR PROPERTY, PARALYSIS, AND/OR DEATH. I understand that the hazards and risks of my participation in the Program include, but are not limited to the following injuries and/or death arising from: falling while climbing and/or striking the ground, objects or individuals; being struck by falling individuals or objects; failure of any part or all of the structure of the climbing walls (including loose holds) and/or the flooring system or landing; the failure and/or defect of any Equipment ("Equipment" includes ropes, harnesses, apparatus, slings, climbing hardware, holds, anchors, carabiners, belay devices, flooring, pads, shoes, weights, exercise devices, and any other gear and/or equipment used in connection with the Program); failure of any hardware used in the climbing walls or used to attach the climbing holds, anchors or ropes to the climbing walls; head injuries; injured, sprained or broken bones; cuts; abrasions; injuries and/or death related to medical care, including without limitation, delayed response or care, inadequate or incompetent care, and/or related issues; tendonitis, bursitis or other connective tissue or overuse injuries; respiratory illness or injury; injury due to the negligence of myself, employees or agents of GALINA PARFENOV TRAINING, and/or any other individuals; and damaged, lost, or stolen property. I understand that the aforementioned hazards and risks are not a complete list and are described by way of example only. I understand that there are numerous other known, unknown, unanticipated, and/or unforeseeable hazards and risks inherent in my participation in the Program to which I may be exposed that may also result in serious injury or death to myself or others. I understand that my participation in the Program and any instruction or knowledge that I receive from GALINA PARFENOV TRAINING is NOT SUFFICIENT to prepare me for the dangers and risks of indoor or outdoor climbing and/or the Program. I understand that GALINA PARFENOV TRAINING strongly recommends that I have adequate medical and life insurance and I agree that I am solely responsible for all costs and expenses arising out of or related to any injury (including paralysis or death) I suffer while participating in the Program.

\_\_\_\_\_ 4. IN ADDITION TO ANY FEES THAT I HAVE PAID OR WILL PAY TO GALINA PARFENOV TRAINING, AS LAWFUL CONSIDERATION FOR MY PARTICIPATION IN THE PROGRAM, I AGREE AS FOLLOWS:

\_\_\_\_\_ a. I, on behalf of myself, my family, heirs, estate, successors, assigns, and/or anyone else claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE AND RELEASE GALINA PARFENOV TRAINING and all their employees, guides, volunteers, officers, managers, directors, shareholders, members, partners, consultants, assigns, and agents (collectively referred to as the "Released Parties") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, LIABILITY, AND LOSS (INCLUDING ATTORNEY FEES AND COSTS), whether known or unknown, anticipated or unanticipated, that I, my family, heirs, estate, successors, assigns, and/or anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, EMOTIONAL DISTRESS, LOSS OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE PROGRAM, whether such damage, injury, paralysis, loss or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

\_\_\_\_\_ b. I HEREBY PERSONALLY ASSUME ALL RISKS OF MY PARTICIPATION IN THE PROGRAM. I AGREE TO BE SOLELY RESPONSIBLE FOR MY WELFARE AND ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL PROPERTY DAMAGE, HARM, INJURY, PARALYSIS, EMOTIONAL DISTRESS, DEATH, OR OTHER DAMAGES TO MYSELF OR OTHERS ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE PROGRAM. I ACCEPT THE PROGRAM AND ALL LOCATIONS, FACILITIES, INSTRUCTION,

SERVICES, AND ADVICE “AS IS.” I UNDERSTAND AND AGREE THAT GALINA PARFENOV TRAINING MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO THE DESIGN, CONDITION OR QUALITY OF THE PROGRAM TO ME OR TO ANY OTHER PERSON.

\_\_\_\_\_ c. I, on behalf of myself, my family, heirs, estate, successors, assigns and/or anyone else claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY INDEMNIFY AND AGREE TO HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, LIABILITY, AND LOSS (INCLUDING ATTORNEY FEES AND COSTS), whether known or unknown, anticipated or unanticipated, that I, my family, estate, heirs, successors, assigns and/or anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, EMOTIONAL DISTRESS, LOSS OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE PROGRAM, whether such damage, injury, paralysis, loss or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

\_\_\_\_\_ d. I understand and explicitly agree that NEITHER I, MY FAMILY, HEIRS, ESTATE, SUCCESSORS, ASSIGNS AND/OR ANYONE CLAIMING ANY INTEREST THROUGH ME, WILL BRING ANY LEGAL ACTION WHATSOEVER AGAINST ANY OF THE RELEASED PARTIES as a result of any damage, injury, paralysis, loss or death to myself or my property that arose out of or is related to my participation in the Program. I, on behalf of myself, and my family, heirs, estate, successors, assigns and/or anyone else claiming any interest through me, HEREBY HOLD HARMLESS AND INDEMNIFY ALL OF THE RELEASED PARTIES FOR ALL DAMAGES THEY SUFFER (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS), ARISING OUT OF OR RELATED TO ANY BREACH OF THIS SECTION 4(d) BY ME AND/OR ANYONE CLAIMING TO HAVE BEEN INJURED AS A RESULT OF (i) MY DEATH, (ii) ANY INJURY TO ME AND/OR MY PROPERTY, AND/OR (iii) THROUGH MY ACTIONS.

\_\_\_\_\_ 5. By signing this Release IT IS MY INTENT TO RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY ALL OF THE RELEASED PARTIES FROM ANY AND ALL LIABILITY CONNECTED WITH MY PARTICIPATION IN THE PROGRAM (including, but not limited to, the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury or death. I understand and agree that the terms of this Release are legally binding and not a mere recital. I understand that the cost of the Program has been reduced as a result of my entering this Release and I understand that I would not be permitted to participate in the Program without entering this Release. I have signed this Release voluntarily and of my own free will. This Release contains the entire agreement between myself and GALINA PARFENOV TRAINING regarding the subject matter of this Release, and no verbal representations or statements have been made to me that change, alter or modify any part of this Release.

\_\_\_\_\_ 6. This Release shall be governed by and interpreted and enforced under the laws of Connecticut, without regard to its conflict of laws provisions. If any lawsuit or claim is brought that arises out of or relates to my participation in the Program, I agree that the exclusive jurisdiction and venue for such suit shall be in the appropriate state or federal court located in Connecticut, and hereby irrevocably waive any other jurisdiction or venue to which I and/or my family, heirs, estate, successors, assigns and/or anyone else claiming any interest through me (collectively referred to as my “Estate”) might otherwise be entitled. I hereby voluntarily and irrevocably waive any right I and/or my Estate may have to a trial by jury in any action, proceeding or litigation involving any Released Party. If any provision of this Release is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be amended to conform to the requirements of the law so as to be valid and enforceable, provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality or unenforceability, and the rest of this Release shall remain in full force and effect. This Release shall remain in full force and effect for so long as I live or until I sign a new Release. This Release supersedes all prior releases that I have signed relating to my participation in the Program (if any). I understand and agree that all of the provisions of this Release shall

survive the termination of this Release upon my death. This Release may be executed in one or more counterparts each of which shall be deemed an original, and all of which together constitute one and the same Release.

I ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS RELEASE THAT I AM: (1) IRREVOCABLY RELEASING AND INDEMNIFYING THE RELEASED PARTIES FROM ANY AND ALL LIABILITY TO ME AND/OR MY ESTATE FOR ANY LOSS, DAMAGE, INJURY OR DEATH, AS SET FORTH IN THIS RELEASE, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE PROGRAM; AND (2) IRREVOCABLY WAIVING MY AND MY Estate's RIGHT TO MAINTAIN A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES. I CERTIFY THAT I AM OVER THE AGE OF 18 AND AM LEGALLY COMPETENT TO SIGN AND BE BOUND BY THIS RELEASE. I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND THAT THE TERMS OF THIS RELEASE ARE LEGALLY BINDING UPON ME AND MY ESTATE.

I AM SIGNING THIS RELEASE ON BEHALF OF MYSELF and MY Estate, OF MY OWN FREE WILL, AFTER HAVING CAREFULLY READ THE RELEASE AND HAVING HAD ALL OF MY QUESTIONS ANSWERED.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Country:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_