

Acord privind exonerarea răspunderii, asumarea riscului, despăgubire și participare în sala de catarat BLOKX

Name and surname: Brian Barker

Address: Rönneburger Kirchweg 23, Harburg, Germany

Date of Birth: 08.12.1976

Bulletin data (series and number):

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Occupation: Rönneburger Kirchweg 23, Harburg, Germany

I, the undersigned, wish to use the facilities of the BLOKX Climbing Gym (one and the same as CLIMBING BLOKS SRL) located in Strada Fabrica de Glucoză 15, Bucharest and/or to participate in other activities in other locations, both indoors and outdoors, which are organized by the BLOKX Climbing Gym or involve the BLOKX Climbing Gym, including competitions, courses and programs. Provided that the BLOKX Climbing Hall allows me to use the Facilities and/or participate in activities or observe the activities, I agree to be bound by this Participation, Risk Assumption and Disclaimer Agreement as required by law.

I HEREBY ACCEPT AND AGREE with the following:

1. ASSUMPTION AND ACCEPTANCE OF RISK:

I hereby admit, accept and agree that sport climbing (both indoors and outdoors) and the use of the facilities of the BLOKX Climbing Hall, participation in the activities carried out by the BLOKX Climbing Hall and/or observing these activities involve inherent risks. I received complete information regarding the facilities of the BLOKX Climbing Gym and I had the opportunity to ask all the questions I wanted. I understand that regardless of care, caution, training, and competence, the inherent dangers associated with these and other activities cannot be eliminated. I have inspected the climbing walls and am fully aware of the type and size of all risks in relation to sport climbing and the use of the facilities of the BLOKX Climbing Gym including, but not limited to:

- a. all types of personal injury resulting from falling from climbing walls and touching the ground, climbing walls, persons, protrusions, permanent or temporary;
- b. bodily injury resulting from the acts or omissions of others, including, but not limited to, falling climbers or falling objects, such as, but not limited to, ropes, climbing equipment, parts of the wall or personal property;
- d. cuts or abrasions resulting from skin contact with climbing walls or other surfaces;
- e. non-use or misuse of ropes, loops, harnesses, climbing sockets, anchors, other climbing equipment or any parts of climbing walls;
- f. failure to follow the instructions of the employees of the BLOKX Climbing Gym or failure to request information or assistance.

I also acknowledge that the above list does not include all possible risks in connection with the use of the facilities of the BLOKX Climbing Gym and sport climbing and does not limit to any extent the size of risk-taking, disclaimer and compensation.

I declare that I am physically and mentally fit to participate in the use of the facilities of the BLOKX Climbing Gym and in all the activities carried out by the BLOKX Climbing Gym. I understand that if my physical or mental condition changes after the execution of this Waiver, such that I am no longer able to participate in any activity or use the equipment, I am obliged to immediately forgo participation in the activity or activities. To avoid any condition, bodily injury or death, BLOKX Climbing Gym has recommended consulting a doctor before starting a physical training program or engaging in strenuous physical activities or changing diet/nutrition.

2. DISCLAIMER AND INDEMNIFICATION:

I agree to accept and assume all risks in connection with these activities, whether caused or alleged to be caused by the negligent actions or omissions of BLOKX Climbing Gym or others. My participation is purely voluntary and I choose to

participate despite the risks. I declare that I accept the risk of damage and that I waive the right to obtain the payment of compensation, within the limits of the legal provisions provided by the Civil Code in force.

The BLOKX climbing gym has a number of cameras and video cameras, webcams and in this regard I express my agreement in relation to the use of these equipment. I accept that during the use of the facilities, webcams and cameras can record my activities. The BLOKX climbing hall reserves the right to use the image or images of the climbers, videos or photographs recorded by cameras, webcams or other equipment. The BLOKX Climbing Gym hereby agrees to use the images and any video recordings for the purpose of promoting the activities they carry out. Climbers and their companions are allowed to take pictures in the BLOKX Climbing Room. I understand and agree that the BLOKX Climbing Gym and its staff reserve the right to deny permanent or for a certain period of time access to its facilities to any person who violates the rules and regulations of the BLOKX Climbing Gym or whose behavior is considered dangerous or inappropriate. I also understand and agree that I am solely responsible for my personal belongings during the time they are at the facilities or at a BLOKX Climbing Room event; The BLOKX climbing hall and its staff assume no responsibility for any loss or theft of such personal property. I also understand and agree that it is my responsibility to keep personal belongings under surveillance or to store them in a safe place. In the event that I become the victim of any theft, I will immediately notify the staff of the BLOKX Climbing Gym.

3. APPLICABLE LEGISLATION

I declare that I have been informed that I assume the provisions of this Agreement, in full accordance with the legislation of Romania and with the provisions of the Civil Code in force.

I also accept that, in the event of a dispute or possible dispute between me and the representatives of the BLOKX Climbing Hall, or its staff, in connection with an activity organized by members of the BLOKX Hall, in which I have participated or my use of the facilities of the BLOKX Hall, an amicable settlement will be attempted, as a matter of priority.

I am at least 18 years old and I have in all respects the legal capacity to sign this agreement. (If the participant is under 18 years of age, this agreement will be signed and completed below by the minor's parent or legal guardian). My participation in this activity is purely voluntary and I choose to participate despite the risks. I also declare that I am not in a medical or physical condition, which could affect my safety in this activity or otherwise I will assume and bear all costs in relation to the risks, which could be produced, directly or indirectly, by such a condition. I have been given the opportunity to read this document in its entirety. I have had the opportunity to ask questions about this document.

I represent the parent or legal guardian of the above person and agree to their use of the Facilities and/or participation in activities organized by the BLOKX Climbing Gym or involving the BLOKX Climbing Gym. Taking into account that the BLOKX Climbing Gym allows the above person to participate in and/or use the Facilities, I declare that I have taken note of the terms and conditions hereof agree to be bound by these terms and conditions. The undersigned, on behalf of myself and the person mentioned above, hereby declare that both the minor and I have been made aware of the risks involved in participating in the activities organized by the BLOKX Hall, but also the escalation itself, and that I accept the possibility of these risks. I also declare that the minor is to participate in the activities organized by the BLOKX Climbing Room and to benefit from the facilities of the room on a voluntary basis, on their own initiative, with the consent of the parent/legal guardian.

I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTOOD ITS CONTENT AND IMPLICATIONS.

IT WILL BE SIGNED BY THE PARENT OR GUARDIAN IF THE PARTICIPANT IS A MINOR.

**Mara
Susic 03.08.2013**

Name of parent(s) **Brian Barker**
(or legal guardian)
Bulletin data (series/number): 10.03.2026

Per M

Signature _____

Data: 10.03.2026