



# NALS OUTDOORS INDIA PRIVATE LIMITED

APPROVED BY GOVERNMENT OF INDIA

## SUPER CLIMBER - WALL CLIMBING MEMBERSHIP AGREEMENT

### Definitions

- Facility > Infrastructure such as Climbing Wall that may used for recreational, training and competitive climbing. NALS may add other infrastructure in future
- Member fee > Annual payment to become member of this facility
- User fee > Payment made for using the wall / facility
- Guest > Accompanying guest of members. Guest will pay slightly lower than visitor fee
- Visitor > Non-members using the wall / facility. User fee for visitor is the highest

IMPORTANT - PLEASE READ CAREFULLY. THIS IS A CONTRACT. BY CLICKING THE BUTTON IN THE RELEVANT SECTION THAT STATES "ACCEPT", YOU ACCEPT ALL TERMS OF THIS MEMBERSHIP AGREEMENT, AND THIS MEMBERSHIP AGREEMENT WILL BE A VALID AND LEGALLY BINDING DOCUMENT BETWEEN YOU AND US.

1. Introduction. Welcome to NALS Climbing Wall Facility owned and operated by M/s. NALS Outdoors India Pvt Limited (hereafter called as "NALS" or "we" or "us"). NALS provides membership in the Climbing Wall Facility ("facility") to you subject to this Membership Agreement ("Membership Agreement"). Unless you are a guest of a Member as set forth below or willing to pay visitor rates, you must become a registered Member of the Facility pursuant to the terms and conditions of this Membership Agreement before you may use the services or facilities of the Facility. In consideration of being permitted to apply for Facility membership, you hereby agree to be bound by all the terms and conditions of this Membership Agreement. It is critical that you read the Facility Membership Application and this Facility Membership Agreement in its entirety before purchasing a membership in the Facility. It contains important information that (i) addresses prohibited conduct, and (ii) outlines economic and other obligations that you agree to assume as a member of, and each time you participate in, the Facility. If you agree to these terms you shall be bound by both the terms of the Facility Membership Application and this Membership Agreement whenever you participate in Facility activities. It is your responsibility to read this Membership Agreement and keep apprised of any changes to it. We may update or modify this Membership Agreement at our sole discretion from time to time without prior notice to you. Any updates and modifications that we make to this Membership Agreement will be binding on you even if you choose not to read them. The updates and modifications will be binding on you from the time that we post them on our website [www.superclimber.in](http://www.superclimber.in); and each time you register for, or participate in, a Facility event



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constitutes your agreement to the most current version of this Membership Agreement and acceptance of all its terms and conditions as stipulated herein.

2. Facility Purpose. NALS Wall Climbing Facility is a premises for adults and children to climb the wall and challenge themselves physically and mentally. The objective is to improve fitness, perseverance, overall health and social interaction with other climbers.

3. Eligibility and Membership. Membership in the Facility is offered to persons who are at least 18 years old. Minors cannot apply for membership on their own and must be added as a member only by an adult. The Facility may not be available on some days when other events are pre-booked or maintenance or repair works are undertaken.. Members are requested to verify the availability before visiting the Facility.

4. Fee & Payments. You agree to pay the Membership fees and any other charges incurred in connection with your Membership in the Facility ("Membership Fees") at the rates in effect when the charges were incurred. Membership fees are currently annual payments. A member may be required to pay User Charges for use of the Facility. See Membership categories for more details. All fees and charges are nonrefundable. We may change the membership fee and user charges then in effect, or add new fees or charges, in our sole discretion by publishing these rates on our website. You are responsible for all fees and charges that you may incur in connection with your use and enjoyment of the Facility. Lifetime membership payments are not available as of now.

5. Guest Policy. A Member may bring guests to the Facility for climbing and make payments as per guest rates applicable for your membership category. If you bring an adult guest, the guest must sign a printed copy of the risk declaration. In case of minor guests, you (as guardian) or parent accompanying, shall sign the risk declaration. The risk declaration forms shall be provided at the Facility before using the Facility. Member guest(s) are assumed to have been informed of the nature of the Facility, conduct policy and all other terms and conditions herein. A Member assumes full responsibility for notifying his / her guests of these terms. Members, after having signed this agreement, need not sign the risk declaration forms during their tenure of their membership.

6. Emails. You understand that from time to time, NALS may send you emails about Facility events and you grant the operators of the Facility permission to contact you via email. In view of the eco friendly nature of our operations, we minimise the use of paper and hence email will be the primary mode of correspondence.

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7. Electronic Contracting. You agree that you shall be bound whenever, after having an opportunity to review the terms applicable to registration for a Facility event, you click on or check an "Agree", "Accept" or other similar button or checkbox, at which time an electronic contract shall be formed. You certify that you intend each electronic contract, including the electronic acceptance, to constitute a legal agreement that is valid, binding and enforceable against you.

8. Privacy: NALS Outdoors India Pvt Ltd makes every effort to protect the privacy of its members. The Facility will not share your email address or any other personal information or the Facility's Member database with third parties unless there is a need to fulfill statutory obligations (such as Police) or if required by court order.

9. Assumption of Risk. YOU ACKNOWLEDGE THAT Wall Climbing and such other Outdoor activities require you to be fit and healthy to meet the cardio-vascular and overall strength that the activities demand. The activities INVOLVE KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN INJURY OR DAMAGE TO YOURSELF. By PARTICIPATING IN Wall Climbing and such other activities, YOU ACCEPT AND ASSUME THE RISK EXISTING IN THAT EVENT AND ANY ACTIVITIES OCCURRING DURING SUCH EVENT AND ELECT TO PARTICIPATE IN SPITE OF THE RISKS, KNOWN OR UNKNOWN. As a family member, you agree with the above assumptions of risk on behalf of your family members (adults and / or minors). Trainers at the facility may not be able to make accurate assessments of your fitness and health based on your submissions and their decision to allow you or your family members or your guests WILL NOT absolve you of your discretions and responsibilities in the event of an adverse incident or injury. Further, use of the Facility is prohibited without safety gear and expert supervision provided by NALS. Any misuse of this rule will lead to serious injury or even fatal consequences for which the climber shall be solely responsible.

10. Equipment, safety gear: NALS will provide safety gear for climbing and you shall ensure safe return of the same after use. Any damage or loss to the same will be recovered from you. In case you choose to bring your own safety gear, you shall be solely responsible for the quality and safety of your climb.

11. The Facility is not responsible for damaged, lost or stolen property. You agree that it is your responsibility to secure your personal valuables. As of now, NALS does not provide locker facility for its guests.



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12. Substance use: Smoking, using drugs or being under the influence or consumption of alcohol are strictly prohibited in this Facility. These substances aggravate the risk in adventure sports and further, desecrate the sanctity of an educational institution. NALS will expel persons from the Facility for this offence. Repeated offenders may be liable for termination of their membership

13. Absolute Right to Suspend or Terminate Your Membership in the Facility: NALS may terminate this Membership Agreement and your right to use the Facility and its facilities at any time. Such a situation may be forced on us due to indiscipline, misbehaviour, unsafe conduct, harassment of fellow climbers, refusal to follow safety procedures, wilful damage to NALS property and equipment, theft etc. and you will not be entitled to any refund, reimbursement, or credit of your Membership Fees. You agree that we, in our sole discretion, may deny you access to Facility and/or suspend or terminate your membership in the Facility if we (i) believe, in our sole, discretion that you have violated this Membership Agreement or the Facility Membership Application, (ii) determine, in our sole discretion, that your continued Membership is not in the best interests of the Facility and its other Members, or (iii) determine, in our sole discretion, that you are at any time intoxicated or under the influence of any illegal substance, all without notice or liability to you or anyone else. You agree that any termination of your access to the Facility under any provision of this Membership Agreement may be effected without prior notice. You also agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to the Facility. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Facility.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING MEMBERSHIP AGREEMENT AND UNDERSTAND IT. BY CLICKING THE "ACCEPT" BUTTON YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, AND YOU CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS. BY CLICKING THE "DECLINE" BUTTON, YOU ARE REJECTING THIS AGREEMENT AND YOUR MEMBERSHIP OR APPLICATION FOR MEMBERSHIP IN THE Facility AS APPLICABLE SHALL IMMEDIATELY TERMINATE.