

FORM 1023

Application Packet

Teton Rock Gym, INC.
60 South Main Street, Suite #350
Driggs, ID 93422

EIN: 37-1798462

tetonrockgym@gmail.com

208-354-1046

May 12, 2017

1	Notes for Reviewer, Form 1023 Checklist
2	Application: Form 1023, attached financial data and explanations
3	Articles of Incorporation, Bylaws, Conflict of Interest Policy, Operations Manual, Board of Directors meeting documentation
4	<i>Misc. operational and financial documents:</i> Building Lease, IRS EIN number assignment, Insurance Documents
5	<i>Printed materials and publications related to exempt status:</i> website excerpts, program fliers, program forms

Dear Reviewer,

After review, please make the Corporation's 501(c)(3) status effective: **January 1, 2016**

Thank you,
Teton Rock Gym, Inc.

Form 1023 Checklist

(Revised December 2013)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note. Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- ☐ Assemble the application and materials in this order:
- Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- ☐ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- ☐ Employer Identification Number (EIN)
- ☐ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.
- ☐ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.
- | | | | |
|------------|----------------|------------|----------------|
| Schedule A | Yes ___ No ___ | Schedule E | Yes ___ No ___ |
| Schedule B | Yes ___ No ___ | Schedule F | Yes ___ No ___ |
| Schedule C | Yes ___ No ___ | Schedule G | Yes ___ No ___ |
| Schedule D | Yes ___ No ___ | Schedule H | Yes ___ No ___ |

- ☐ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) _____
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law _____
- ☐ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.
- ☐ Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
201 West Rivercenter Blvd.
Attn: Extracting Stop 312
Covington, KY 41011

Application for Recognition of Exemption (99)
Under Section 501(c)(3) of the Internal Revenue Code

(Use with the June 2006 revision of the Instructions for Form 1023 and the current Notice 1382)

OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
TETON ROCK GYM, INC.			
3 Mailing address (Number and street) (see instructions)	Room/Suite	4 Employer Identification Number (EIN)	
60 SOUTH MAIN STREET	350	37-1798462	
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01-12)	
DRIGGS, ID 83422		12	
6 Primary contact (officer, director, trustee, or authorized representative)		b Phone: 307-690-9410	
a Name: BRADY JOHNSTON		c Fax: (optional)	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: www.tetonrockgym.com			
b Organization's email: (optional) tetonrockgym@gmail.com			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		11 / 3 / 2015	
12 Were you formed under the laws of a foreign country ? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

You must be a corporation (including a limited liability corporation), an unincorporated association, or a trust to be tax exempt. (See instructions). **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☒ **Yes** ☐ **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ **Yes** ☒ **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ **Yes** ☐ **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☒ **Yes** ☐ **No**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under Section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): AOI, Article V, Sec A ☒
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- 2b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Articles of Incorporation, Article X
- 2c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
BRADY JOHNSTON	PRESIDENT	55 SOUTH 5TH ST DRIGGS, ID 83422	\$1000
TYREL MACK	SECRETARY	695 PALISADE TRAIL DRIGGS, ID 83422	N/A
GREG COLLINS	TREASURER	10435 SOUTH 1750 WEST VICTOR, ID 83455	N/A

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
NONE			

- c** List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
NONE			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? ☐ Yes ☒ No
If "Yes," identify the individuals and explain the relationship.
- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ Yes ☒ No
- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No

- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ Yes ☒ No

- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ Yes ☐ No
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ Yes ☐ No
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ Yes ☐ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ **Yes** ☐ **No**
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ **Yes** ☐ **No**
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ **Yes** ☐ **No**
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
-
- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ **Yes** ☐ **No**
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
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- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☒ **No**
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☒ **No**
-
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ **Yes** ☒ **No**
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ **Yes** ☒ **No**
-
- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ **Yes** ☒ **No**
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
-
- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ **Yes** ☒ **No**

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f** Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- | | |
|---|---|
| 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals?
If "Yes," describe each program that provides goods, services, or funds to individuals. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations?
If "Yes," describe each program that provides goods, services, or funds to organizations. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- | | |
|--|---|
| 1 Are you a successor to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- | | |
|---|---|
| 1 Do you support or oppose candidates in political campaigns in any way? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2a Do you attempt to influence legislation ? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| b Have you made or are you making an election to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3a Do you or will you operate bingo or gaming activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo. | |

Part VIII Your Specific Activities (Continued)

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. ☒ **Yes** ☐ **No**
(See instructions.)

- | | |
|---|--|
| <input type="checkbox"/> mail solicitations | <input type="checkbox"/> phone solicitations |
| <input type="checkbox"/> email solicitations | <input type="checkbox"/> accept donations on your website |
| <input checked="" type="checkbox"/> personal solicitations | <input type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input type="checkbox"/> government grant solicitations |
| <input checked="" type="checkbox"/> foundation grant solicitations | <input type="checkbox"/> Other |

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☒ **Yes** ☐ **No**

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☒ **No**

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☒ **No**

5 Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ **Yes** ☒ **No**

6a Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☒ **No**

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☒ **Yes** ☐ **No**

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☒ **No**

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ **Yes** ☒ **No**

b Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ **Yes** ☒ **No**

Part VIII Your Specific Activities (Continued)

11	Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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12a	Do you or will you operate in a foreign country or countries ? If "Yes," answer lines 12b through 12d. If "No," go to line 13a.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b	Name the foreign countries and regions within the countries in which you operate.		
c	Describe your operations in each country and region in which you operate.		
d	Describe how your operations in each country and region further your exempt purposes.		

13a	Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b	Describe how your grants, loans, or other distributions to organizations further your exempt purposes.		
c	Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d	Identify each recipient organization and any relationship between you and the recipient organization.		
e	Describe the records you keep with respect to the grants, loans, or other distributions you make.		
f	Describe your selection process, including whether you do any of the following:		
(i)	Do you require an application form? If "Yes," attach a copy of the form.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(ii)	Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g	Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.		

14a	Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b	Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.		
c	Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d	Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e	Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f	Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part VIII Your Specific Activities (Continued)

- | | | |
|-----------|--|---|
| 15 | Do you have a close connection with any organizations? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16 | Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 17 | Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 18 | Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 19 | Do you or will you operate a school ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 20 | Is your main function to provide hospital or medical care ? If "Yes," complete Schedule C. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 21 | Do you or will you provide low-income housing or housing for the elderly or handicapped ? If "Yes," complete Schedule F. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 22 | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Note: **Private foundations** may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			
		(a) From _____ To _____	(b) From _____ To _____	(c) From _____ To _____	(d) From _____ To _____	(e) Provide Total for (a) through (d)
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	SEE ATTACHMENT				
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9–12 below					
	8 Total of lines 1 through 7					
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes					
	10 Total of lines 8 and 9					
	11 Net gain or loss on sale of capital assets					
	12 Unusual grants					
Expenses	13 Total Revenue Add lines 10 through 12					
	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out					
	16 Disbursements to or for the benefit of members					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages					
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees					
	23 Any expense not otherwise classified, such as program services					
	24 Total Expenses Add lines 14 through 23					

Part IX Financial Data (Continued)**B. Balance Sheet (for your most recently completed tax year)**

Assets			SEE ATTACHMENT
1	Cash	1	
2	Accounts receivable, net	2	
3	Inventories	3	
4	Bonds and notes receivable	4	
5	Corporate stocks	5	
6	Loans receivable	6	
7	Other investments	7	
8	Depreciable and depletable assets	8	
9	Land	9	
10	Other assets	10	
11	Total Assets (add lines 1 through 10)	11	
Liabilities			
12	Accounts payable	12	
13	Contributions, gifts, grants, etc. payable	13	
14	Mortgages and notes payable	14	
15	Other liabilities	15	
16	Total Liabilities (add lines 12 through 15)	16	
Fund Balances or Net Assets			
17	Total fund balances or net assets	17	
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18	
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

1a	Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b	As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.	
2	Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box. The organization is not a private foundation because it is:	
a	509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.	<input type="checkbox"/>
b	509(a)(1) and 170(b)(1)(A)(ii)—a school . Complete and attach Schedule B.	<input type="checkbox"/>
c	509(a)(1) and 170(b)(1)(A)(iii)—a hospital , a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.	<input type="checkbox"/>
d	509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h.	<input type="checkbox"/>

Part X Public Charity Status (Continued)

- e** 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f** 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g** 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h** 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i** A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☐

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official)

(Type or print name of signer)

(Date)

(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☒
- (i) **(a)** Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. \$285.50
- (b)** Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☒
- (ii) **(a)** For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b)** For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$850. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$400. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? ☐ Yes ☒ No
If "Yes," check the box on line 2 and enclose a user fee payment of \$400 (Subject to change—see above).
If "No," check the box on line 3 and enclose a user fee payment of \$850 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$400 (Subject to change). ☐
- 3 Check the box if you have enclosed the user fee payment of \$850 (Subject to change). ☒

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please
Sign
Here


(Signature of Officer, Director, Trustee, or other authorized official)

BRADY JOHNSTON

(Type or print name of signer)

PRESIDENT

(Type or print title or authority of signer)

5/11/17
(Date)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

Form **1023** (Rev. 12-2013)

Part IX: Financial Data

A. Statement of Revenues and Expenses

Type of revenue or expense	Current tax year	3 succeeding tax years		
	1/1/16 - 12/31/16	1/1/17 - 12/31/17	1/1/18 - 12/31/18	1/1/19 - 12/31/19
1 Gifts, grants, and contributions	500	1,000	1,000	1,000
2 Membership fees received				
3 Gross investment income				
4 Taxes levied for your benefit				
5 Net unrelated business income				
Value of services or facilities furnished				
6 by a gov't unit w/o charge				
Any revenue not otherwise listed above				
7 or in lines 9-12 below (net retail sales)	2,500	2,625	2,756	2,894
8 Total of lines 1 through 7	3,000	3,625	3,756	3,894
9 Gross receipts from admissions	165,822	174,113	182,819	191,960
10 Total of lines 8 and 9	168,822	177,738	186,575	195,854
11 Net gain or loss on sale of capital assets				
12 Unusual grants				
13 Total Revenue Add lines 10 though 12	168,822	177,738	186,575	195,854
14 Fundraising expense				
Contributions, gifts, grants and similar				
15 amounts				
Disbursements to or for the benefits of				
16 members				
Compensation of officers, directors, and				
17 trustees				
18 Other salaries and wages	119,803	128,189	137,162	144,021
19 Interest expense				
20 Occupancy (rent, utilities, etc.)	5,400	5,670	5,954	6,251
21 Depreciation and depletion	-	2,000	2,000	2,000
22 Professional fees	4,666	4,899	5,144	5,401

Any expense not otherwise classified, such as program services (detailed 23 below)	17,155	26,675	27,508	30,070
<i>Advertising</i>	898	943	990	1,040
<i>Computer & Internet Expenses</i>	320	336	353	370
<i>Credit card processing fees</i>	3,653	3,836	4,028	4,229
<i>Dues & Subscriptions</i>	46	48	50	53
<i>Insurance</i>	5,626	5,907	6,202	6,512
<i>Meals & Entertainment</i>	53	56	59	62
<i>Repairs & Maintenance</i>	542	569	597	627
<i>Supplies</i>	3,942	12,802	12,942	14,775
<i>Telephone</i>	2,075	2,179	2,288	2,403
24 Total Expenses Add lines 14 through 23	147,023	167,433	177,768	187,742
Net Income	21,799	10,306	8,807	8,111

Part IX: Financial Data

B. Balance Sheet (for your most recently completed tax year)

6/30/2016

1 Cash	9,520
2 Accounts receivable, net	
3 Inventories	
4 Bonds & notes receivable	
5 Corporate stocks	
6 Loans receivable	
7 Other investments	
8 Depreciable assets	
9 Land	
10 Other assets	
11 Total Assets (add lines 1 through 10)	<u>9,520</u>
12 Accounts payable	
13 Contributions payable	
14 Mortgages and notes payable	
15 Other liabilities (sales tax payable)	<u>858</u>
16 Total Liabilities (add lines 12 through 15)	<u>858</u>
17 Total Fund balances or net assets	<u>8,662</u>
18 Total Liabilities & Fund Balances (16 & 17)	<u>9,520</u>

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 02/08/16
 Cash Basis

Teton Rock Gym

Profit & Loss

January through December 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	
Sales	
Donation Cash Income	6,965.00
Teller	78,454.76
Total Sales	85,419.76
Total Income	85,419.76
Gross Profit	85,419.76
Expense	
Advertising and Promotion	620.98
Computer and Internet Expenses	53.72
Construction	
Framing	13,396.39
Gym Equipment	1,072.66
Construction - Other	171.56
Total Construction	14,640.61
Contract Services	1,167.04
Credit Card Processing Fees	1,582.11
Gym Equipment	
Auto Belay	0.00
Belay Anchors	500.00
Bolts and Holds	889.59
Flooring	3,181.90
Holds	441.11
Rental Fleet	1,377.42
Ropes	460.50
Soft Goods Gym Equipment	1,286.18
Gym Equipment - Other	5,233.23
Total Gym Equipment	13,369.93
Insurance Expense	
Cerifications/ Industry Classes	912.71
Worker Compensation Insurance	658.00
Insurance Expense - Other	4,538.05
Total Insurance Expense	6,108.76
Office Supplies	
Gym Supplies	781.79
Office Supplies - Other	831.52
Total Office Supplies	1,613.31
Payroll Expenses	39,697.46
Professional Fees	
Legal	125.00
Professional Fees - Other	50.00
Total Professional Fees	175.00
Program Expenses	
After School Programs	749.23
Total Program Expenses	749.23
Rent	3,826.70
Repairs and Maintenance	
Cleaning	121.22
Dish Washer Rental	250.00
Repairs and Maintenance - Other	501.57
Total Repairs and Maintenance	872.79
Retail Sales items	200.00

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02/08/16

Cash Basis

Teton Rock Gym
Profit & Loss
January through December 2015

	Jan - Dec 15
Sales Tax	
Driggs Sales Tax	356.30
Idaho Sales Tax	4,011.87
Sales Tax - Other	188.41
Total Sales Tax	4,556.58
Telephone Expense	1,427.18
Utilities	49.95
Total Expense	90,711.35
Net Ordinary Income	-5,291.59
Net Income	-5,291.59

Part IV: Narrative of Activities

Overview

The Corporation, Teton Rock Gym, INC., owns and operates an indoor, artificially constructed rock climbing facility. 10 to 30-foot high walls outfitted with climbing holds allow visitors to ascend routes of various difficulties in a safe manner, protected by the use of harnesses, ropes, and thick floor padding. Climbing, traditionally practiced outside on rocky cliffs and mountains, is a unique activity that combines sport with adventure, fitness with outdoor awareness, and teamwork with self-reliance, among others. While climbing provides innumerable benefits to a person's mental and physical health, it can be a difficult activity to access for youth or newcomers. Equipment is expensive and specialized, local weather is only conducive to climbing less than half the year, and a basic level of competency and skill must be learned before one can climb safely.

As such, it is the goal of the Corporation to enrich the lives of community residents through educating, enabling, and encouraging year-round climbing in a controlled indoor setting. We aim to ensure that climbing-based sports are made available in an accessible and affordable manner. Public access to the facility, 7 days a week, 6 hours per day, provides much to these ends. However, the Corporation runs specific programs to further achieve its goals, especially in regards to youth participation and competition, as well as climbing education for those new to the activity. These programs often run concurrently with regular gym operations, so the "% of Corporation's time" figure refers to how often the program occurs, not necessarily how much of the Corporation's resources are dedicated to it.

Youth Sports

Teton Rock Gym offers numerous programs aimed at introducing local youth to the sport, encouraging their progression, and organizing competition. All programs require fees from participants. According to the Corporation's goals and policies, fees are kept at the minimum required to operate and staff such programs.

1. Winter Sports Program

During the winter months, the local public school district runs a program to encourage physical education for elementary through high school students. Students choose an activity from a list of options, and the schools provide transportation to the activity once per week, for 2 months. Along with the public swimming pool and local ski area, among others, Teton Rock Gym offers its facility for the 3-hour Winter Sports Program block during the school day. Gym staff provides instruction on basic-level climbing skills and safe use of ropes and climbing gear. Around 80 local students participated in the program in 2016/17, so the facility accepted youth groups 3-4 times per week. This program accounts for around 20% of the Corporation's time during winter. The fee required of students includes equipment rentals like special rubber shoes and harnesses, and is comparable to other winter sports options. The Corporation also offers some need-based scholarships to students. The Winter Sports Program introduces a large amount of youth to rock climbing, many of whom have never participated before, and would likely never get the chance to otherwise.

2. After-School Program: Climbing Club

For youth interested in pursuing climbing further, Teton Rock Gym offers a school-year long after-school program called Climbing Club. Students ages 5-13 visit the facility once or multiple times per week, after school, for 2-hour educational sessions with climbing staff. At any given time, 20-50 kids are enrolled in the program; the Gym receives Climbing Club members 3-4 days per week during public-access hours. This accounts for nearly 20% of the Corporation's time during the school year. The monthly fee includes

equipment rental and open access to the gym outside of instructional hours, which makes the program very affordable compared to climbing gyms elsewhere.

3. Summer Camp

For a period of two months during the summer, Teton Rock Gym offers a summer day-camp style program. Summer Camp runs 4 days per week, all day, with up to 3 days of instruction in the Gym and 1 guided climbing excursion outside. This accounts for 40% of the Corporation's time during summer. The combination of in-depth training in the gym and real-world experience outside provides youth participants with the building blocks for an exciting, healthy career of climbing. The daily fee is very accessible when compared with other full-day instructed summer athletic activities. Around 6-8 students participate, ages 6-14, though younger students do not join for the outdoor component.

4. Climbing Team

Students more proficient at and passionate about climbing can choose to participate in the Climbing Team, offered for ages 8-18. The group is small, typically 3-5 in number, and meets twice a week during the school year for focused training with an experienced climbing coach. This accounts for 10% of the Gym's time during the school year. With transportation arranged by the Corporation, the team travels a few times per year to youth climbing competitions in other counties and states. The Teton Rock Gym hosts one of these competitions per year, an event on the *East Idaho Climbing Series*. Competitions are typically organized by *USA Climbing*, the nation-wide governing body for competitive climbing. Our members compete against students from other areas in one or multiple specific climbing disciplines, and may progress to further competitions at the state and national level if successful.

Community Education

In accordance with the Corporation's goals of encouraging climbing within the community, the gym offers education for all ages. With the purchase of access to the facility, visitors new to climbing receive a free half-hour instruction on safely ascending the Gym's basic climbing routes. Furthermore, Teton Rock Gym offers, for a fee, in-depth instructional courses on 'lead' climbing and belaying, a more advanced technique that is the foundation of a climber's skill set. Visitors can also participate in climbing lessons, in a one-on-one or group setting, where a Gym staff coach helps them build athletic and safety skills. The Gym typically provides 10 basic belay lessons per week, 2-4 in depth 'lead belay' lessons per month, and 2-4 climbing lessons per month. These educational activities account for around 10% of the Corporation's time.

Financial Information

The Corporation derives a majority of its income through admissions to the facility by community members. This includes one-time and multi-entry passes, monthly or yearly memberships, and fees for educational courses, youth programs, competitions, and other organized programs. While grants and fundraising played a large role during the facility's initial construction, they will be much smaller income sources in the future. Expenses paid by the corporation involve running and staffing the facility and the programs it offers, as directed by the board of directors. Such expenses include, but are not limited to: staff wages, occupancy (rent), insurance, and repairs and maintenance.

Conclusion

Similar to other sports and outdoor activities, rock climbing can enrich people's lives in many ways. Because climbing can be much harder to access than traditional sports, Teton Rock Gym's indoor facility enables and encourages community members to participate, many of whom would not get the chance to otherwise. This is the goal of the Corporation – get more people climbing, more often, and provide

them a healthier life because of it. Through a number of specifically designed programs, the Corporation puts extra emphasis on educating people about climbing, and encouraging youth participation and competition.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

3a. For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

President: Brady Johnston

Qualifications:

- B.A. in Business Administration and Finance, Fort Lewis College, Durango, CO. 2003
- 21 years of indoor and outdoor climbing experience
- Held many management positions in recreation-related non-profit organizations, including: Jackson Hole Climbing Club, Jackson Hole Kayak Club, Teton Valley Ski Education Foundation, Fort Lewis College Ski Team

Average hours worked: 3-6 hours per week, 8 months per year

Duties: Climbing Club coach, Climbing Team coach

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

5a. Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.

The Teton Rock Gym, Inc. Conflict of Interest Policy is attached in Section 3 of the application packet. The policy was adopted by a resolution of the Board of Directors.

Part VI Your Members and Other Individuals and Organizations That receive Benefits From You

1a. In carrying out your exempt purposes, do you provide goods, services, or funds to individuals?

If "Yes," describe each program that provides goods, services, or funds to individuals.

The foundation of Teton Rock Gym's activities is providing and maintaining the climbing facility for community members. Whether brand new to climbing or a seasoned veteran, anyone can walk in the front door, pay an entrance fee or membership, and enjoy the wide array of climbing walls. In regards to specific services provided to individuals beyond the basic operation of the facility, see Part IV: Narrative of Activities.

The Gym carries a small amount of climbing equipment, climbing literature, and snacks and beverages that can be purchased by individuals. The Corporation does not disperse funds as means of charity or support to any individuals.

Part VI Your Members and Other Individuals and Organizations That receive Benefits From You

1b. In carrying out your exempt purposes, do you provide goods, services, or funds to organizations?

If "Yes," describe each program that provides goods, services, or funds to organizations.

Interested groups and organizations may rent out the climbing facility for a period of time and enjoy exclusive access and support and instruction from staff. This includes birthday parties, which happen roughly once per month, and the hosting of religious youth groups and homeschool groups, among others, which occur 2-4 times per year. Group facility booking fees are lower for non-profit/institution groups vs. private groups or corporations. Teton Rock Gym also hosts 'Courageous Kids Days' 1-3 times per year, at no fee. The events are organized by Courageous Kids Climbing, an informal organization that organizes indoor climbing events for special needs children in Idaho.

The Corporation does not disperse funds as means of charity or support to any organizations.

Part VI Your Members and Other Individuals and Organizations That receive Benefits From You

2. Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.

Many of the programs Teton Rock Gym offers are specific to younger age groups. See Part IV: Narrative of Activities, for details on these activities. One of the goals of the Corporation is to encourage climbing among the community's youth, and offering youth-only programs, specialized and staffed for children, has been successful in achieving this goal.

Part VIII Your Specific Activities

4a. Do you or will you undertake **fundraising**? Attach a description of each fundraising program.
Other (describe):

Personal Solicitations: The Corporation does not currently solicit individuals for fundraising, but did acquire funds in such manner during the conception of the climbing facility. If the Corporation chooses to expand and improve its facility in the future, it may renew such efforts by contacting local individuals and climbers to solicit monetary, time and labor, or materials assistance.

Foundation Grant Solicitations: Similar to the above, this fundraising method has not been employed since the Corporation's conception. It may, however, be renewed in the future.

Part VIII Your Specific Activities

4b. Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.

In the future, the Corporation will receive funds through a charitable fundraiser running event put on every summer. The Tin Cup Challenge is organized by The Community Foundation of Teton Valley, a local non-profit organization that serves the community by promoting and supporting the non-profit sector. Proceeds from the Tin Cup Challenge are disbursed by the Foundation to various local non-profit organizations, and the Teton Rock Gym expects to be a beneficiary in the future.

Part VIII Your Specific Activities

7a. Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.

The Corporation is run and operated by hired internal staff. However, the Corporation may expand and improve its climbing facilities in the future, in which case it may hire outside contractors for construction services. Any contracts will be in strict accordance with the Corporation's Conflict of Interest Policy, attached in the supporting documents of this application.

FILED EFFECTIVE

2015 NOV -3 AM 9:00

SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF INCORPORATION
OF
TETON ROCK GYM, INC.

The undersigned, acting as the incorporator of a nonprofit corporation ("Corporation"), organized under and pursuant to the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Act"), adopts the following Articles of Incorporation ("Articles").

ARTICLE I - NAME OF THE CORPORATION

The name and principle address of the Corporation is Teton Rock Gym, Inc, at 60 South Main, Suite #350, Driggs, ID 83422

ARTICLE II - STATUS

The Corporation is a nonprofit corporation organized under Idaho Code Title 30 Chapter 30.

ARTICLE III - PERIOD OF DURATION

The period of duration of the Corporation is perpetual.

ARTICLE IV - REGISTERED OFFICE AND AGENT

The location of the Corporation is in the City of Driggs, County of Teton, and in the State of Idaho. The address of the initial registered office is 55 South 5th Street E, Driggs, Idaho 83422, and the name of the initial registered agent at this address is Brady Johnston.

ARTICLE V - PURPOSES

The purposes for which the Corporation is organized and will be operated are as follows:

A. To enrich the lives of the Teton Basin residents through educating, enabling and encouraging year-round climbing and other recreational and educational activities; to improve the spiritual, physical and mental life of the general public without regard to profit to the Corporation; and to ensure that climbing based sports and the facilities related thereto are made available in an affordable manner, incurring capital costs and operating expenses for any service or project solely for the purposes provided in this Article V.

B. Charitable, religious, educational, fostering of national sports competitions, or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended from time to time, including, for such purposes, the making of distributions to organizations that qualify as exempt under such Section 501(c)(3).

C. To exercise all powers granted by law necessary and proper to carry out the foregoing purposes, including, but not limited to, the power to accept donations of money, property, whether real or personal, or any other things of value. Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business for profit, to exercise any power, or to do any act that a corporation formed under the Act, or any amendment thereto or substitute therefor, may not at that time lawfully carry on or do.

ARTICLE VI - LIMITATIONS

No part of the net earnings or the assets of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to

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influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

ARTICLE VII - NO MEMBERS

The corporation shall not have any members.

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by its Board of Directors. The number of Directors serving on the Board of Directors shall be fixed in accordance with the Corporation's Bylaws, which number shall be no less than three. Other than the Directors constituting the initial Board of Directors, who are designated in these Articles, the Directors shall be elected by the *existing Directors* of the Corporation in the manner and for the term provided in the Bylaws of the Corporation.

The names and street addresses of the persons constituting the initial Board of Directors are:

NAME

ADDRESS

Brady Johnston
Tyrel Mack
Sarah Johnston

55 South 5th E, Driggs, ID 83422
4530 Skyline Loop, Victor, ID 83455
55 South 5th E, Driggs, ID 83422

ARTICLE X - DISTRIBUTION ON DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation to such organization or organizations as shall at that time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, as amended from time to time, in such manner as the Board of Directors shall determine. Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for the purposes or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

ARTICLE XI - INCORPORATOR

The name and street address of the incorporator is Brady Johnston, 55 South 5th E, Driggs, ID 83422.

ARTICLE XII - BYLAWS

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws.

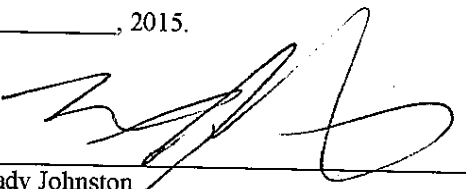
The Board of Directors of the Corporation shall be authorized to amend the Corporation's Bylaws at a properly noticed special or regular meeting of the Board of Directors.

DATED this 28 day of October, 2015.

IDAHO SECRETARY OF STATE

11/03/2015 05:00

CK:2426 CT:243482 BH:1498999
1@ 30.00 = 30.00 INC NONP #2


Brady Johnston
Incorporator

BYLAWS
OF
TETON ROCK GYM, INC.

1. OFFICE.

1.1 Principal Office. The principal office of Teton Rock Gym, Inc., an Idaho corporation ("Corporation"), shall be located at 60 South Main, Suite #350, Driggs, ID 83422. The Corporation may have such other offices as the Board of Directors may designate or as the business of the Corporation may require from time to time.

1.2 Registered Office. The registered office of the Corporation required by the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Act"), to be maintained in the State of Idaho shall be located at 55 South 5th Street E, Driggs, Idaho, and may be changed from time to time by the Board of Directors.

2. BOARD OF DIRECTORS.

2.1 General Powers and Standard of Care. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors except as may be otherwise provided in the Act or the Articles. If any such provision is made in the Articles, the powers and duties conferred or imposed upon the Board of Directors by the Act shall be exercised or performed to such extent by such person or persons as shall be provided in the Articles.

A Director shall perform such Director's duties as a Director, including such Director's duties as a member of any committee of the Board upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing such Director's duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) one (1) or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(b) counsel, public accountants or other person as to matters that the Director reasonably believes to be within such person's professional or expert competence; or

(c) a committee of the Board upon which such Director does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence;

A Director shall not be considered to be acting in good faith if such Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who performs such duties shall have no liability by reason of being or having been a Director of the Corporation.

22 Presumption of Assent. A Director of the Corporation who is present at a meeting of its Board of Directors at which any action on any corporate matter is taken shall be presumed to have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file such Director's written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the Secretary of the Corporation within three (3) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

23 Number, Election and Qualification of Directors. The number of Directors serving on the Board of Directors shall be fixed pursuant to resolutions adopted by the Board of Directors. Each Director shall serve a term of three years. The names and addresses of the members of the first Board of Directors have been stated in the Articles. Such persons shall hold office until the first annual meeting of the Board of Directors, and until their successors shall have been elected and qualified. At the first annual meeting of the Board of Directors, the existing Directors shall elect Directors to hold office until the next annual meeting of the Board of Directors, and the Board of Directors shall be elected in a like manner every year thereafter. Each Director shall hold office for the term for which such Director is elected and until such Director's successor shall have been elected and qualified. Directors need not be residents of the State of Idaho.

23 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of such Director's predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors for a term of office continuing only until the next regular election of Directors.

24 Removal of Directors. At a meeting of the Board of Directors called expressly for that purpose, any director may be removed with cause by a vote of a majority of the Directors then in office. Any Director may be removed at such a meeting without cause by a vote of two-thirds of the Directors then in

office.

25 Directors' and Committee Meetings. Meetings of the Board of Directors, regular or special, or meetings of any committee designated thereby, may be held either within or without the State of Idaho. Unless otherwise specified in this section or in the notice for such meeting, all meetings shall be held at the principal office of the Corporation.

Except as otherwise provided in this section, regular or special meetings of the Board of Directors or any committee designated thereby may be called by or at the request of the President, any Director or the chair of a committee, as the case may be, upon written or verbal notice thereof given to all other Directors or committee members, as the case may be, at least three (3) days before the meeting. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Members of the Board of Directors or any committee designated thereby may participate in a meeting of the Board of Directors or such committee by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and the participation by such means shall constitute presence in person at a meeting. For any meeting held by conference telephone or similar communications equipment, notice of the meeting shall be given at least one (1) hour prior thereto by telephone or other communication directly with the Directors and/or committee members.

The attendance at or participation of a Director or committee member in any meeting shall constitute a waiver of notice of such meeting, except where a Director or committee member attends or participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee designated thereby need be specified in the notice or waiver of notice for such meeting.

26 Waiver of Notice. Whenever any notice is required to be given to any Director or committee member under the provisions of the Act, the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

27 Quorum and Voting Requirements. A majority of the number of Directors fixed by section 2.3 of these Bylaws shall constitute a quorum for the transaction of business at meetings of the Board of Directors. The act of the

majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A majority of the number of committee members fixed and appointed by the Board of Directors or the President, as the case may be, shall constitute a quorum for the transaction of business at a meeting of such committee. The act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

28 Action without a Meeting. Any action required by the Act to be taken at a meeting of the Board of Directors of the Corporation, or any action that may be taken at a meeting of the Directors or of a committee, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

29 Compensation. No Director or committee member shall receive a salary or compensation for services in that capacity but may be reimbursed for actual expenses incurred in the performance of such services. This provision shall not preclude any Director from serving the Corporation in any other capacity and receiving compensation for services rendered. However, no Director shall be related to any salaried staff or to parties providing services to the Corporation.

210 Director Conflicts of Interest. Any Director who has an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such a person about the contract or transaction that might reasonably be construed to be adverse to the Corporation's interest.

No Director shall cast a vote on any matter which has a direct bearing on services to be provided by that Director, or any organization which such Director represents or which such Director has an ownership interest or is otherwise interested or affiliated, which would directly or indirectly financially benefit such Director. All such services will be fully disclosed or known to the Board members present at the meeting at which such contract shall be authorized.

211 Loans to Directors. The Corporation shall not lend money to or use its credit to assist its Directors or officers.

212 Liability of Directors for Wrongful Distribution of Assets. In addition to any other liabilities imposed by law upon the Directors of the Corporation, the Directors who vote for or assent to any distribution of assets, other than in payment of its debts, when the Corporation is insolvent or when such

distribution would render the Corporation insolvent, or during the liquidation of the Corporation without the payment and discharge of or making adequate provisions for all known debts, obligations and liabilities of the Corporation, shall be jointly and severally liable to the Corporation for the value of such assets which are thus distributed, to the extent that such debts, obligations and liabilities of the Corporation are not thereafter paid and discharged.

A Director shall not be liable under this section if, in the exercise of ordinary care, such Director relied and acted in good faith upon written financial statements of the Corporation represented to such Director to be correct by the President or by the officer of the Corporation having charge of its books of account, or certified by an independent licensed or certified public accountant or firm of such accountants to reflect fairly the financial condition of the Corporation, nor shall such Director be so liable if, in the exercise of ordinary care and good faith, in determining the amount available for such distribution, such Director considered the assets to be equal to their book value.

A Director shall not be liable under this section, if, in the exercise of ordinary care, such Director acted in good faith and in reliance upon the written opinion of an attorney for the Corporation.

A Director against whom a claim shall be asserted under this section and who shall be held liable thereon shall be entitled to contribution from persons who accepted or received such distribution knowing such distribution to have been made in violation of this section in proportion to the amounts received by them respectively.

3. OFFICERS.

3.1 Number. The officers of the Corporation shall consist of a President, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person.

3.2 Election and Term of Office. The officers of the Corporation shall be elected annually at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as practicable thereafter. Each officer shall hold office until a successor shall have been duly elected and shall have qualified, until such officer's death, or until such officer shall resign or shall have been removed in the manner hereinafter provided.

3.3 Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract

rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

3.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

3.5 President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the members of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any promissory notes, deeds, mortgages, leases, contracts, or other instruments that the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

3.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and shall prepare and maintain proper minutes of those meetings. The Secretary shall be the custodian of the official seal of the Corporation, if any, and shall affix that seal on all documents executed on behalf of the Corporation, pursuant to due authorization by the Board of Directors. The Secretary shall have the custody of and properly protect all executed deeds, leases, agreements and other legal documents and records to which the Corporation is a party or by which it is legally affected. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

3.7 Treasurer. The Treasurer shall be the principal financial officer of the Corporation and shall have charge and custody of and be responsible for all funds of the Corporation. The Treasurer shall sign all checks and promissory notes of the Corporation and shall receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 5 of these Bylaws. The Treasurer shall keep or cause to be kept, adequate and correct accounts of the Corporation, including accounts of its assets, liabilities, receipts and disbursements. The Treasurer shall submit to the Board of Directors and the President, when required, statements of the financial affairs of the Corporation. The Treasurer shall in general perform all of the financial duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of

Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine.

38 Salaries. The salaries of the officers, if any, shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a Director of the Corporation. All compensation paid to an officer shall be reasonable and will be based on the following factors: (1) the amount and type of compensation received by others in similar positions, (2) the compensation levels paid in our particular geographic community, (3) the amount of time the individual is spending in their position, (4) the expertise and other pertinent background of the individual, (5) the size and complexity of the organization, and (6) the need of the organization for the services of the particular individual.

39 Officer Conflict of Interest. Any officer who has an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Corporation's interest.

4. STAFF.

4.1 Employment. The Board of Directors shall have the authority to employ an Executive Director and such other staff as the Corporation may reasonably require from time to time.

4.2 Terms of Employment. All compensation paid to a staff person shall be approved by the Board of Directors. Compensation for staff personnel shall be reasonable and will be based on the following factors: (1) the amount and type of compensation received by others in similar positions, (2) the compensation levels paid in our particular geographic community, (3) the amount of time the individual is spending in their position, (4) the expertise and other pertinent background of the individual, (5) the size and complexity of the organization, and (6) the need of the organization for the services of the particular individual. The terms and conditions of employment of the staff may be set forth in a written contract approved by the Board of Directors and signed by the Corporation and the staff person.

4.3 Staff Conflict of Interest. Any staff person who has an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known

to such person about the contract or transaction that might reasonably be construed to be adverse to the Corporation's interest.

5. MISCELLANEOUS.

5.1 Indemnification of Officers, Directors, Employees and Agents. The Corporation may indemnify Directors, officers, employees and agents of the Corporation to the extent permitted by, and in accordance with, the Act. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability.

5.2 Books and Records. At its registered office or principal place of business, the Corporation shall keep: (i) correct and complete books and records of account; (ii) minutes of the proceedings of its members and Board of Directors; and (iii) a record of the names and addresses of all Members. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

5.3 Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

5.4 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

5.5 Checks, Drafts, etc.. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation as provided in these Bylaws or in such manner as shall from time to time be determined by the Board of Directors.

5.6 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

5.7 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

5.8 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, except that the first fiscal year shall begin on the date of incorporation.

5.9 Regulation of Internal Affairs. The internal affairs of the Corporation shall be regulated as set forth in these Bylaws to the extent that these Bylaws are lawful under the Act. With respect to any matter not covered in these Bylaws, the provisions of the Act shall be controlling so long as such provisions of the Act are not inconsistent with the lawful provisions of these Bylaws.

5.10 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors of the Corporation at any regular or special meeting.

The undersigned, being the Secretary of the Corporation, does hereby certify that the foregoing Bylaws were duly adopted as the official Bylaws of the Corporation by unanimous consent of the Directors of the Corporation on the day of October 28, 2015.



Tyrell Mack

1. PURPOSE

The purpose of the Conflict of Interest Policy is to protect the Teton Rock Gym, Inc.'s ("Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

2. DEFINITIONS

21 Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

22 Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: (a) an ownership or investment interest in any entity with which the Organization has a transaction or arrangement; (b) a compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3.2 below, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

3. PROCEDURES

3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is

discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

33 Procedures for Addressing the Conflict of Interest. (a) an interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest; (b) the chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement; (c) after exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest;

(a) if a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

34 Violations of the Conflicts of Interest Policy. (a) if the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose; and (b) if, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

4. RECORDS OF PROCEEDINGS

The minutes of the governing board and all committees with board delegated powers shall contain: (a) the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed; and (b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

5. COMPENSATION

(a) a voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation; (b) a voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization

for services is precluded from voting on matters pertaining to that member's compensation; and (c) no voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

6. ANNUAL STATEMENTS


Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person: (a) has received a copy of the Conflicts of Interest Policy; (b) has read and understands the Policy; (c) has agreed to comply with the Policy; and (d) understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

7. PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: (a) whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; (b) whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



Name: Brady Johnston

Title: Director


Date:



Name: Tyrell Mack

Title: Director

Date:



Name: Sarah Johnston

Title: Director

Date:

2015

Teton Rock Gym

Brady Johnston

[TETON ROCK GYM OPERATIONS MANNUAL]

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Teton Rock Gym

60 S. Main St.
Suite #350
Driggs, ID 83422
(208)354-1046

Operations Manual

The Business

Teton Rock Gym was founded in 2013 by the Teton Valley Recreation Association. Operational hours for Teton Rock Gym are currently:

Monday through Sunday: 3pm-9pm
Other hours by appointment

Teton Rock Gym serves individuals and families by offering a variety of membership options as well as punch cards and single day passes. We also serve a significant number of groups from schools and non-profit groups including churches and scouting programs.

The Building

Teton Rock Gym is located at 60 S. Main St., Suite 350, Driggs, Idaho. Housed inside a metal building, Teton Rock Gym occupies a roughly 40' x 60' space within an open warehouse-style portion of the building. Adjacent to the gym and in the same building is the Teton Indoor Sports Academy and an unfinished space owned by the City of Driggs and used for community events.

The climbing walls are 20'-28' high with over 3,000 square feet of climbing wall space designed by Re-Gen Architecture and engineered by Y2 Consultants to CWA (Climbing Wall Association) standards. There are double anchored Top Rope stations. All routes can also be Lead Roped by patrons who have passed a lead climbing safety test. For lead climbing, permanent, pre-placed quick draws are located approximately fifteen feet off the floor of the gym and every three to five vertical feet after that.

The posted bouldering limit is set at fifteen feet high, that being head high to the first quick draw. The floor of the climbing gym portion of the business is covered with a 4" coil sprung ¾" plywood floor covered with 2" carpet bonded foam. The bouldering area has a custom sewn, double-thickness floor mat specifically designed for bouldering. There are additional movable bouldering mats that can be moved and placed by patrons.

Risk Management

The facility will be monitored by one staff members. Staff will open and close the facility each day thru the sole means of access, a dead bolted door. There are other emergency exits that will remain locked from the outside and will not be used for access. The entire climbing portion of the gym is visible from the front desk of the business. At any given time, one of the staff members present will be an employee, age 18 or older. There will be an Open/Closed sign displayed prominently at the front desk area.

Teton Rock Gym will be open only when one staff members is present. Staff is responsible for monitoring the climbing area, either from the front desk or from the climbing area itself. Because of the small size of our gym staff will also be able to greet patrons, sign up new memberships, collect fees, rent and sell equipment, provide instruction, and perform safety checks.

Climb Smart™, gym rules and other similar posters are located across from the front desk where patrons entering the facility must check in. Teton Rock Gym is a member of the Climbing Wall Association (CWA). The CWA outlines industry practices, construction and design specifications, consulting, and more. Teton Rock Gym requires all participants to sign a waiver, releasing the corporation from liability. A copy of that form is enclosed. All participants under the age of 18 years much have a parent or guardian signature on the waiver form. Digital copies of the signed waivers are kept on file.

Gri-Gri belay devices are utilized with all top rope belayers and are available as an option for lead belayers. Gri-Gri's add a margin of safety for less experienced belayers and are an important safety feature of our gym. Safety tests are required for all climbers and belayers as outlined below. The safety test designation (correlating to each of the safety tests) will be saved to a member's profile. Patrons who have taken large breaks from climbing or who display improper technique may have their safety test designations removed by staff and will be required to retake those safety tests. Only UIAA or CEU approved equipment, (harnesses, belay devices, etc.) are allowed to be used by customers, rented by us, or sold through our pro-shop.

Instructional climbing classes and private lessons will be offered at the Teton Rock Gym. Safety tests convey information about specific gym policies but are not otherwise intended to be instructional. The purpose of safety tests is to verify and document climber's existing knowledge and awareness of standard climbing and belaying techniques. If climbers and belayers do not exhibit proficiency in any test, they will fail the test and be encouraged to sign up for an instructional class or private lesson.

General Facility Safety Test (S)

Anyone requesting access to the climbing area when the gym is open must first pass the general facility safety test. All climbers must pass the general facility safety test before taking subsequent safety tests.

The patron must display general knowledge of the facility and personal safety awareness. Explain exit, bathroom, and storage locations. The staff member performing the safety test must explain how to stay safe around other people who are climbing. Staff should also explain the difference between bouldering, top roping, and lead climbing. Where are climber fall and swing zones? When is it ok to walk under a climber? How much space should be maintained between climbers? Answer any questions from the patron.

Bouldering Safety Test (B)

Anyone wanting to boulder on the climbing wall, or spot another climber who is bouldering, must first pass the bouldering safety test.

The staff member performing the safety test must explain the bouldering policy to the climbers. Climbers may boulder outside of the bouldering area. Right of way goes to whoever was first on route on any given section of wall. When bouldering outside the bouldering cave, climbers may not boulder with their head any higher than the first quick-draws. They should not climb under other climbers. It is recommended that climbers have a spotter while bouldering. The spotter will be responsible for protecting the climber in the event of a fall. The spotter will have to keep other climbers and/or objects that could pose potential problems clear of the landing area. Climbers must acknowledge the increased risk of choosing to boulder without a spotter. Explain how to stay safe while spotting. Climbers must be aware of any bad landing areas and other climbers.

Patron must demonstrate appropriate falling and spotting technique. What is the maximum wall height for bouldering? Did they fall with their arms tucked in? Did they spot the climber's head and shoulders?

Top Rope Climbing Safety Test (TR)

Anyone wanting to climb on top rope must first pass the top rope climbing test. The climber must also have a belayer who has passed the top rope belay safety test.

The staff member performing the safety test must explain gym top rope policy to the climbers. Climbers must always use an UIAA or CEU approved harness that fits correctly. Right of way goes to the climber was first on route on any given section of wall (this includes bouldering). Top rope climbers must use the gym's auto-locking carabiners to clip into the rope. Climbers must demonstrate putting their harness on correctly and clipping into the rope for climbing. Check to see that their carabiner is locked and attached to their harness correctly? Climbers should always check their belayer's harness and belay device attachment. Climber must demonstrate climbing and being lowered. Are climbing signals being used and are the climber and belayer checking each other out before the climber begins climbing? Climber should also demonstrate unclipping. Did they leave the rope and belay device appropriately adjusted and out of the way?

Top Rope Belay Safety Test (TRB)

Anyone wishing to belay a climber on top rope must first pass the top rope belay safety test and be at least 12 years of age. A climber must pass the top rope climbing safety test before taking the top rope belay safety test.

The staff member performing the safety test must explain gym top rope and belay policy to the climbers. Climbers and belayers must always use UIAA or CEU approved harnesses that fit correctly. Top rope belayers must use the gym's Gri-Gri belay devices and auto-locking carabiners. If the climber weighs significantly more than the belayer, the belayer should clip into a bolt at the base of the wall while belaying.

The belayer must demonstrate clipping in, belaying, catching, and lowering. Check to see that they have set-up their belay devices properly. Is the carabiner locked? Is the belay device attached to their harness correctly? Are climbing signals being used and are the climber and belayer checking each other out before the climber begins climbing? Can the belayer explain how to catch a fall? Does the belayer give and take slack where necessary? Does the belayer arrest a fall? Does the belayer lower the climber to the ground correctly? Did they leave the rope and belay device appropriately adjusted and out of the way?

Lead Climbing Safety Test (L)

Anyone wishing to lead climb at the facility must first pass the lead climbing safety test. The climber must have also taken and passed the top rope climbing safety test and be able to top rope 5.8 with no falls. The climber must have working knowledge of lead climbing and proper clipping technique. The climber must also have a belayer who has passed the lead climbing belay safety test. Minors must have written parent or guardian consent prior to lead climbing in the gym or taking the lead climbing safety test.

The climber must be able to properly tie into the rope, without any coaching or prompting, using a figure-eight follow-through knot. The climber will be expected to lead the route set for the lead test. Watch the climber make his clips. Watch for skipped clips, back clips, or Z clips. Is the climber solid on his clips? The climber must be able to finish the route without falling, taking a hang, or grabbing quick draw. The climber should get the rope into both anchors at the top before being lowered.

Lead Climbing Belay Safety Test (LB)

Anyone wanting to provide lead climbing belays must first pass the lead climbing belay safety test and be at least 12 years of age. A climber must pass the top rope belay safety test before taking the lead climbing belay safety test. For lead belaying, patrons can use a standard or Gri-Gri belay device provided by the gym, or they can use their own device provided it is UIAA or CEU approved and in good condition.

The belayer must demonstrate clipping in, belaying, catching, and lowering a climber with a standard belay device. Check the belayer's set-up. The belayer should check the climber's set-up before allowing them to climb. Are proper signals being used? Check the belayer's position in relation to the route and first clip. The belayer should be close to the wall and standing. Is the belayer clipped into a ground anchor (if necessary)? Watch the belayer manipulate the rope as the climber climbs. The rope should be fed in and out smoothly and when necessary. The belayer

should maintain control with their break hand at all times. Is the belayer able to hold the weight of the climber and properly lower them off?

Youth Safety Policy

Children and Teens are encouraged to use the facility. Youth of any age are permitted to take the non-belay safety tests as soon as their own maturity and skill set allows. Youth who have not passed the appropriate safety test may use the facility provided they are under the constant supervision of a responsible adult, 18 years of age or older, who has passed the necessary safety test for the activity the youth is participating in. For example, an 8 year old child may climb on top rope without taking a safety test provided that they are under constant supervision by an adult who has passed the Top Rope Climbing Safety Test.

Emergency Protocols

1. Insure there are not immediate further dangers that threaten the group.
2. Activate or have staff or volunteer activate EMS via cell phone or the phone. Include information about the condition of the victim, nature of the injury or problem AND where the incident occurred and or where the victim is located
3. Stabilize the victim and give all appropriate 1st aid and or CPR. If the victim can be moved – transport the victim to where they can be easily reached by EMS or have staff or volunteer near the entrance waiting to flag EMS and assist the EMTs in reaching the victim.
4. If a helicopter evacuation is required, recognize, clear and flag a landing zone. Use bright colors, for a marker/wind sock.
5. Once the victim is in transport via ambulance or helicopter, assist the remainder of the group.
6. Immediately file an insurance report form.

Staff Training

The Teton Rock Gym is a member of CWA and the manager is certified as a CWA Climbing Wall Instructor Certification Provider. All facility employees are encouraged to participate in CWA Climbing Wall Instructor Certification training, First Aid training, and CPR training.

Staff members will be trained in the day to day operations of the facility when they are hired. Since there will only be one manager and very few employees, the manager will be able to train staff as needed on an individual basis.

Equipment and Structure Inspection Policy

There will be periodic visual and detailed inspections of facility owned equipment and structure. Weekly, month, and annual inspections will be filed in an inspection log book. Equipment will be retired and replaced at the end of its operational life.

Attachments

Teton Rock Gym Rules

Release of Liability and Assumption of Risk

Lead Climbing Consent Form

Safety Test Checklists

Emergency Protocol

Incident Report Form

TRVA Memo of Understanding

Lease Agreement

Manager's Resume

Teton Rock Gym Rules

Policies and Facility Rules

- Everyone entering the Teton Rock Gym **MUST** check in at the front desk **EVERY** time.
- In order to be admitted to the Teton Rock Gym, visitors and patrons must sign a Liability Waiver and complete a General Facility Safety Test with gym staff. Minors 17 years and younger must have their waiver signed by a parent or legal guardian.
- Parents are responsible for the behavior of their children. Children 12 and younger must be accompanied by an adult at all times.
- The Teton Rock Gym does not allow any instruction in the gym other than that offered by our instructors.
- No drugs, alcohol or tobacco are allowed in the Teton Rock Gym.
- The Teton Rock Gym does not permit the use of profanity or inappropriate language.
- The Teton Rock Gym asks all participants to refrain from yelling, screaming, etc.
- Walking only please. No running, jogging, skipping, cart-wheeling, back flips, etc.
- No swinging or bouncing on the ropes.
- No food, drinks or street-shoes allowed on the padded floor.
- Personal belongings should be stowed under the benches or hung on wall hooks.
- Any unsafe condition or damage to the equipment or climbing walls, including loose holds and any accident or injury, must be reported immediately to gym staff.
- Please pickup after yourself. Help keep the gym clean for yourself and others.

Climbing Rules

- All climbers and belayers **MUST** pass a safety test with Teton Rock Gym staff before bouldering, top rope climbing, top rope belaying, lead climbing, or lead belaying. Safety tests can only be attempted once per day.
- Climbers or belayers who display improper technique may have their safety test designations removed by staff and will be required to retake those safety tests.
- Youth of any age may take the non-belay safety tests as soon as their own maturity and skills allow. Youth who have not passed the safety tests must be under the constant supervision of an adult who has passed the necessary safety test for the activity the youth is participating in.
- All climbers must wear shoes while climbing. The use of shoes, boot, crampons, etc. that may damage walls, floor, etc. is not permitted.
- Use of chalk balls only; no loose chalk.
- Do not climb above or below other climbers; this includes traversing.
- Right of way goes to whoever was first on route on any given section of the wall; this includes bouldering.
- After all climbers in one party attempt **ONE** climb on a route, the party should turn over their rope to any waiting parties. "Hang dogging", or hanging to work a route, will not be permitted when there are climbers waiting to use that rope or particular section of wall.
- You must be aware of the possible trajectory of another climber's fall, particularly on the lead wall, and overhangs. Stand clear of fall and swing zones! Conversely, if you are climbing and think you may endanger another if you fall, speak up!
- Belayers must belay from their harness; no sitting or lying down while belaying.
- Teton Rock Gym has the right to revoke climbing privileges either temporarily or permanently for unsafe or inappropriate behavior.

Climbing is Dangerous! Climb Smart!

Remember, Your Safety is Your Responsibility!

- Know the rules and policies of the facility.
- Use equipment in accordance with the manufacturer's instruction.
- Climbing or Bouldering on any manufactured climbing wall can result in falls.
- Falling from any height can result in serious injury or death.
- If you have any questions about risk, your responsibilities, or anything else about climbing in this facility please ask. Climb for a lifetime, Climb Smart.

Teton Rock Gym VISITOR - RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the services of Teton Rock Gym, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TRG"), I hereby agree to release and discharge TRG, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any of TRG's services or facilities, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, and negligence of belayers and other participants.
2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of TRG. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TRG from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TRG's equipment or facilities, including any such claims which allege negligent acts or omissions of TRG.
4. Should TRG or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Idaho, without regard to its conflict of law rules.
7. I agree to abide by the rules of the facility. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TRG on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Last Name: _____ First Name: _____ Middle Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date of Birth: _____

Emergency Contact Name: _____ Emergency Contact Number: _____

Email Address: _____

Your email address will **NOT** be shared! It may be used to email copy of this form, a feedback survey, and future gym discounts and news.

Signature of Participant: _____ Today's Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by TRG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TRG from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

LEAD CONSENT FORM

"I, _____, hereby grant
(parent or legal guardian name)

permission for _____ to participate in
(participant name)

lead climbing and related activities at the Teton Rock Gym. I am
the parent or legal guardian of this minor."

(parent or legal guardian signature)

(date)

General Facility Safety Test (S)

Pre-requisites for Certification		Pass	Fail
1.	Interest in climbing		
2.	General self-awareness and safety-awareness		

Convey this Information		Yes	No
1.	General gym policy and rules (reference rule sheet)		
2.	Locations of exits, bathrooms, and storage benches		
3.	Difference between bouldering, top roping, and lead climbing		
4.	Explain fall zones and swing zones and how to stay safe around people who are climbing		
5.	The only person who should ever be directly under a climber is their belayer or spotter		
6.	Explain routes, and distances that should be maintained between climbers on adjacent routes		
7.	Answer any questions		

Skills Tests		Pass	Fail
1.	Identify safe zones		
	- benches, etc		
2.	Identify fall zones for climbers on the wall		

Bouldering Safety Test (B)

Pre-requisites for Certification		Pass	Fail
1.	Interest in bouldering		
2.	Passed General Facility Safety Test (S)		

Convey this Information		Yes	No
1.	Difference between bouldering, top roping, and lead climbing		
2.	Climbers may boulder outside the bouldering area		
3.	Explain routes, and distances that should be maintained between climbers on adjacent routes		
4.	Maximum bouldering height is climber's head even with first quick draws		
5.	Right of way goes to whoever was first on route on the wall		
6.	How to fall when bouldering (arms in)		
7.	Why to have a spotter and risks of climbing without a spotter		
8.	How to spot a climber and responsibilities of the spotter		
9.	How to stay safe while spotting (direct the fall instead of 'catching', fingers and thumbs in, stay out from under the climber)		

Skills Tests		Pass	Fail
1.	Demonstrate a safe fall		
	- rolling backwards with arms tucked in?		
	- awareness of surroundings and any hazards in fall zone?		
2.	Demonstrate safe spotting technique		
	- spot the climber's head and shoulders?		
	- maintain a clear landing area?		
	- fingers and thumbs in ("spoons not forks")?		
	- display awareness of their own safety while spotting?		
3.	What is the maximum wall height for bouldering		

Top Rope Climbing Safety Test (TR)

Pre-requisites for Certification		Pass	Fail
1.	Working knowledge of roped climbing and climbing signals		
2.	Passed General Facility Safety Test (S)		

Convey this Information		Yes	No
1.	Climbers must always use an UIAA or CEU approved harness that fits correctly		
2.	Gym policy is to use the harness belay loop for "hard goods" (carabiners), and the loops for "soft goods"		
3.	Explain routes, and distances that should be maintained between climbers on adjacent routes		
4.	Right of way goes to whoever was first on route on the wall		
5.	When top roping in the gym, climber must use the gym's auto-locking carabiners to clip into the rope		
6.	Climbers must always check their belayer's harness and belay device setup before climbing		
7.	Show them how the gym ropes and devices should look before and after use		

Skills Tests		Pass	Fail
1.	Demonstrate putting on your harness		
	- doubled back or equivalent?		
	- proper fit?		
2.	Demonstrate clipping in		
	- perform a "squeeze-check" or ask the climber to do a "squeeze-check"; carabiner locked?		
	- attached correctly?		
3.	Demonstrate climbing on route of min 5.6 grade		
	- did they check their belayer's setup?		
	- did the climber and belayer use appropriate climbing signals?		
	- did the climber display appropriate body positions and awareness of other climbers?		
4.	Demonstrate being lowered and unclipping		
	- did the climber and belayer use appropriate climbing signals?		
	- did the climber display safe lowering technique (calm demeanor and not trying to grasp the wall)?		
	- did the climber leave the rope and belay device appropriately adjusted and out of the way?		

Notes: Test may only be attempted once per day. Safety tests convey information about specific gym policies but are not otherwise intended to be instructional. The purpose of this safety test is to verify and document a climber's existing knowledge and awareness of standard climbing techniques. If climber does not exhibit proficiency in all of these skills, they have failed the test and should be encouraged to sign up for an instructional class or private lesson.

Top Rope Belay Safety Test (TRB)

Pre-requisites for Certification		Pass	Fail
1.	Working knowledge of belay equipment and technique		
2.	Passed Top Rope Climbing Safety Test (TR)		
3.	Minimum 12 years of age		

Convey this Information		Yes	No
1.	Belayers must always use an UIAA or CEU approved harness that fits correctly		
2.	Top rope belayers must use a Gri-Gri belay device and auto-locking carabiner provided by the gym		
3.	Gym policy is to use the harness belay loop for "hard goods" (carabiners), and the loops for "soft goods"		
4.	If the climber weighs significantly more than the belayer, the belayer must clip into a bolt at the base of the wall or be properly anchored to a sandbag		

Skills Tests		Pass	Fail
1.	Demonstrate clipping in and preparing to belay a climber		
	- is harness doubled back or equivalent?		
	- perform a "squeeze-check" or ask the climber to do a "squeeze-check"; carabiner locked?		
	- belay set-up is correct?		
2.	Explain how to catch a falling climber using a Gri-Gri belay device		
3.	Demonstrate belay for upward climbing and catching a fall		
	- did they check the climber's harness, knot, and carabiner lock?		
	- did they use appropriate climbing signals?		
	- did the belayer give and take slack where necessary?		
	- did they maintain control with their break hand at all times?		
	- did the belayer arrest a fall correctly?		
4.	Demonstrate lowering the climber and unclipping		
	- did the belayer use appropriate climbing signals?		
	- did the belayer lower the climber correctly and smoothly?		
	- did the belayer leave the rope and belay device appropriately adjusted and out of the way?		

Notes: Test may only be attempted once per day. Safety tests convey information about specific gym policies but are not otherwise intended to be instructional. The purpose of this safety test is to verify and document a belayer's existing knowledge and awareness of standard climbing and belaying techniques. If belayer does not exhibit proficiency in all of these skills, they have failed the test and should be encouraged to sign up for an instructional class or private lesson.

Lead Climbing Safety Test (L)

Pre-requisites for Certification		Pass	Fail
1.	Working knowledge of lead climbing and proper clipping technique		
2.	Passed Top Rope Climbing Safety Test (TR)		
3.	Written parent or guardian consent for minors		
4.	Ability to top rope 5.8 with no falls		

Convey this Information		Yes	No
1.	Lead climbers must always use an UIAA or CEU approved harness that fits correctly and a dynamic rope that is in good condition; lead climbers may use their own equipment or gym equipment		
2.	Point out designated route for the lead test, minimum grade of 5.9		
3.	Lead climbers must use a figure-eight follow-through knot; other types of knots are not permitted		
4.	Gym policy is to use the harness belay loop for "hard goods" (carabiners), and the loops for "soft goods"		

Skills Tests		Pass	Fail
1.	Demonstrate tying into the rope		
	- is harness doubled back or equivalent?		
	- is the knot correct and was it tied confidently (no prompting or coaching)?		
2.	Explain which draws you are going to clip and point out your top anchor		
3.	Demonstrate lead climbing		
	- did they use appropriate climbing signals?		
	- is the climber solid on their clips (no skipped clips, back clips, or Z clips)?		
	- are they clipping with the bolt between "nose and navel"? (over-reached clips require too much slack and can result in ground-falls)		
	- did the climber exhibit good body position in relation to the lead rope and awareness of other climbers?		
	- did the climber successfully complete the route without falling, taking a hang, or grabbing a quick draw?		
	- did the climber clip both top anchors correctly?		

Notes: Test may only be attempted once per day. Safety tests convey information about specific gym policies but are not otherwise intended to be instructional. The purpose of this safety test is to verify and document a lead climber's existing knowledge and awareness of standard climbing and clipping techniques. If climber does not exhibit proficiency in all of these skills, they have failed the test and should be encouraged to sign up for an instructional class or private lesson.

Lead Climbing Belay Safety Test (LB)

Pre-requisites for Certification		Pass	Fail
1.	Working knowledge of lead belay equipment and techniques		
2.	Passed Top Rope Belay Safety Test (TRB)		
3.	Minimum 12 years of age		

Convey this Information		Yes	No
1.	Belayers must always use an UIAA or CEU approved harness that fits correctly, an UIAA or CEU approved standard or Gri-Gri belay device, and a dynamic rope in good condition		
2.	Lead belayers may use their own equipment or gym equipment		
3.	If the climber weighs significantly more than the belayer, the belayer must be properly anchored to a sandbag		

Skills Tests		Pass	Fail
1.	Demonstrate clipping in and preparing to belay a climber with a standard (non Gri-Gri) belay device		
	- is harness doubled back or equivalent?		
	- perform a "squeeze-check" or ask the climber to do a "squeeze-check"; carabiner locked?		
	- belay set-up is correct?		
	- is the belayer clipped into a ground anchor if necessary?		
2.	Explain how to catch a falling climber using a standard belay device		
3.	Demonstrate belay for upward lead climbing and catching a fall		
	- did they check the climber's harness, and knot?		
	- did they use appropriate climbing signals?		
	- did the belayer spot the climber until they were on belay?		
	- did the belayer give and take slack smoothly and when necessary?		
	- did they display awareness and maintain good body position in relation to the wall, lead rope, and climber?		
	- did they maintain control with their break hand at all times?		
	- did the belayer arrest a fall correctly?		
4.	Demonstrate lowering the climber and unclipping		
	- did the belayer use appropriate climbing signals?		
	- did the belayer lower the climber correctly and smoothly?		
5.	Repeat steps 1-4 with a Gri-Gri belay device		

Notes: Test may only be attempted once per day. Safety tests convey information about specific gym policies but are not otherwise intended to be instructional. The purpose of this safety test is to verify and document a belayer's existing knowledge and awareness of standard lead climbing and belaying techniques. If belayer does not exhibit proficiency in all of these skills, they have failed the test and should be encouraged to sign up for an instructional class or private lesson.

Teton Rock Gym Emergency Protocol

1. Senior employee should take control of the situation.

Stay calm. Assess the situation for safety. Make a plan.

*If injuries are severe or life-threatening, have staff member or designated volunteer **Call 911**.*

- a. *Check ABC's (airway, breathing, circulation).*

Have a qualified individual begin CPR, if necessary.

AED (for cardiac arrest) is located to the left of the door inside the Senior Center (key is on small black carabiner in drawer)

- b. *If there is a likely mechanism for spinal/head injury, immediately stabilize the victim's head/neck.*

- c. *Administer further First Aid care to stabilize victim.*

2. If you're on the phone with 911, have the following information:

- a. WHERE: Teton Rock Gym, inside Driggs City Center

- b. WHAT HAPPENED: What is the emergency? (Fire, injury, etc).

Details and condition of injured person (Adult/child, male/female, conscious/unconscious, bleeding, any relevant medical conditions, etc). How many are injured?

- c. WHAT is being done to care for the injured person.

- d. Stay on the phone until dismissed by the dispatcher.

- d. Have someone ready to flag down/direct EMS.

- e. Fill out a complete Incident Report Form (in filing drawer), regardless of whether the situation requires emergency services. Have witnesses fill out thorough statements.

- f. In the event of a serious situation (as time allows,) call Jacob at 831-531-8351 or Brady at (307) 690-9420. File Insurance Report form.

- g. Incident Reports should be submitted to Brady within 24 hrs.

Teton Rock Gym Accident/ Incident Report Form

This form is to be filled out by the Senior Staff person on duty for any injury, accident, or "near miss" (that could have resulted in severe injury). It is designed to help us identify and correct hazards at the gym, so please be specific.

This form should be submitted to Brady J. or the Operations Manager with 24 hours.

Name of Employee/s _____
Signature of Employee who filled out this Report _____
Date of Incident _____ Time _____

Name of Injured Person _____ Age _____ Phone Number _____

Type of Injury(s)/Chief Complaint

Cause of Injury / Details of Accident. Please be specific about where, how, why the accident occurred, and any equipment (rented, etc) or hardware that was involved. Continue in notes, if necessary.

First Aid assistance administered by our staff

Did injury require an ambulance/hospital visit ? YES NO

Name of Hospital/Physician _____

Signature of Injured Party _____ Date _____

**** No medical attention was desired and/or necessary. (Injured party refuses medical care)**

Signature of Injured Party _____ Date _____

AGENDA

Organizational Meeting of the Board of Directors of
TETON ROCK GYM, INC.

1. Call meeting to order at 4:00 on October 28, 2015
2. Election of temporary officers.
3. Discussion of Articles of Incorporation.
4. Adoption of Bylaws.
5. Election of officers.
6. Approval of filings with the IRS.
7. Adoption of Conflict of Interest Policy.
8. Authorization of payment.
9. Corporate seal.
10. Bank accounts.
11. Next meeting.
12. Adjournment

MINUTES OF ORGANIZATION MEETING OF
THE BOARD OF DIRECTORS
OF TETON ROCK GYM, INC.

I. TIME AND PLACE OF MEETING.

The organizational meeting of the Board of Directors of Teton Rock Gym, Inc. ("Corporation") was held at 217 S. Main in Driggs, Idaho, at 4:00 p.m. on October 26, 2015.

II. WAIVER OF NOTICE OF MEETING.

Notice of the meeting was waived by the Directors. Executed waivers of notice are attached to these minutes as Exhibit A.

III. DIRECTORS PRESENT.

Present were Brady Johnston, Tyrell Mack, and Sarah Johnston, being all of the Board of Directors of the Corporation as named in the Corporation's Articles of Incorporation.

IV. ELECTION OF TEMPORARY OFFICERS.

Brady Johnston was chosen temporary Chair of the meeting; Tyrell Mack was chosen as the temporary Secretary of the meeting.

V. ARTICLES OF INCORPORATION.

The Chair reported that the Articles of Incorporation ("Articles") had been filed with the Secretary of State. The Secretary was instructed to cause the originals of the Articles to be filed in the Corporation's books and records.

VI. ADOPTION OF BYLAWS.

The Secretary presented a form of Bylaws for the Corporation for review by the Board of Directors. The Board reviewed the proposed Bylaws section by section, and upon motion made and seconded, the Bylaws were unanimously adopted. The Secretary was instructed to cause a copy of the Bylaws to be filed in the Corporation's books and records.

VII. ELECTION OF OFFICERS.

The following persons were nominated as officers of the Corporation to serve until their successors are elected and qualified:

President	<u>Brady Johnston</u>
Secretary	<u>Tyrell Mack</u>
Treasurer	<u>Sarah Johnston</u>

Votes being duly cast by all the Directors present, the Chair announced that the above officers had been unanimously elected to the offices set next to their names. The President then assumed the position of the Chair of the meeting, and the Secretary assumed the responsibilities of the Secretary.

VIII. APPROVAL OF FILINGS WITH THE INTERNAL REVENUE SERVICE.

The Chair then stated that the Corporation would be required to file certain documents with the Internal Revenue Service in order to obtain recognition of its tax-exempt status under section 501(c)(3) of the Internal Revenue Code. After discussion and upon motion duly made and seconded, the following resolution was unanimously adopted:

WHEREAS, the Board of Directors of the Corporation has determined that the Corporation will be required to file a Form 1023 and certain other documents with the Internal Revenue Service in order to obtain recognition of its tax-exempt status under section 501(c)(3) of the Internal Revenue Code;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the President and Secretary of the Corporation, and each of them, are hereby authorized and directed to prepare, execute and file a Form 1023 with the Internal Revenue Service and take such further action and prepare and execute such additional documents as may be necessary or appropriate to carry out the purposes of this resolution.

IX. ADOPTION OF CONFLICT OF INTEREST POLICY

The Chair stated that IRS requires that the Corporation adopt a express conflict of interest policy in connection with the Corporation's application for a tax exemption under 501(c)(3) of the Internal Revenue Code. The Chair recommended that the conflict of interest policy attached to these minutes be adopted in order to comply with the IRS requirement. After discussion and upon motion duly made and seconded, the following resolution was unanimously adopted:

WHEREAS, the Board of Directors of the Corporation has determined that the Corporation is required to adopt a conflict of interest policy in order to obtain recognition of its tax-exempt status under section 501(c)(3) of the Internal Revenue Code;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Conflict of Interest Policy attached to these minutes is hereby adopted. The proper officers of the Corporation are hereby authorized and directed to take such further action and prepare and execute such additional documents as may be necessary or appropriate to implement this policy.

X. AUTHORIZATION OF PAYMENT.

The Chair stated that the Secretary should be authorized to procure the necessary books for the Corporation and that the Treasurer, with the approval of the President, should be authorized to pay all of the expenses incurred and reimburse all persons for expenditures made in connection with the organization of the Corporation. Upon motion made and seconded, the following resolutions were then unanimously adopted:

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Secretary of the Corporation is authorized and directed to procure all corporate books, books of account and membership books required by statute or necessary or appropriate in connection with the business of the Corporation;

FURTHER RESOLVED, that the Treasurer is authorized, with the approval of the President, to pay all charges and expenses incident to or arising out of the organization of the Corporation and to reimburse any person who has made any disbursements therefor.

XI. BANK ACCOUNTS.

After discussion and motion made and seconded, the following resolutions concerning bank deposits and disbursements were unanimously adopted:

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Wells Fargo ("Bank") is designated as the bank in which the funds of the Corporation shall be deposited, and that the Treasurer is authorized to open and keep a deposit account with the Bank in the name of the Corporation, and to cause all moneys, checks, notes, drafts, acceptances, or other evidences of indebtedness belonging to the Corporation deposited with the Bank;

FURTHER RESOLVED, that the Bank is authorized to make payments from the funds of the Corporation according to check or draft signed by the President and Treasurer of the Corporation, who are hereby authorized to sign, endorse, accept, make and execute such bank resolutions as are necessary for the activities identified herein, and that a copy of all such resolutions shall be attached to these minutes;

FURTHER RESOLVED, that the President and the Secretary, and each of them, are hereby authorized to take such further action and execute such additional documents as may be necessary or appropriate to carry

out the purposes of these resolutions.


XII. NEXT MEETING.

The Chair then stated that the time and place of the next regular meeting of the Board of Directors should be decided. After discussion, it was determined by the Board of Directors that the next meeting should be held on October 28, 2015 at the office of the Corporation and that membership on the various committees should be considered in addition to such other regular business as may come before the meeting.

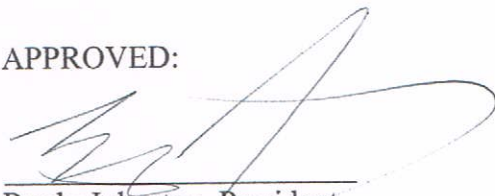
XIII. ADJOURNMENT.

There being no further business to come before the meeting, upon motion made, seconded and unanimously adopted, the meeting was adjourned.

DATED this day of October 28, 2015.


Tyrell Mack, Secretary

APPROVED:


Brady Johnston, President

NOTICE OF ORGANIZATIONAL MEETING OF BOARD OF DIRECTORS
OF

TETON ROCK GYM, INC.

60 South Main, Suite #350, Driggs, ID 83422

October 28, 2015

To the Directors of Teton Rock Gym, Inc.:

You are hereby notified that the organizational meeting of the Board of Directors of Teton Rock Gym, Inc. ("Corporation") will be held at 215 South Main, Idaho, on October 28, 2015 at 4:00 p.m., for the following purposes:

- (1) to conduct the organizational meeting of the Corporation, including adoption of Bylaws and corporate seal, election of officers, approval of filings with the Internal Revenue Service, establishment of bank accounts, and authorization of certain persons to remove funds from those accounts; and
- (2) to transact such other business as may properly come before the meeting or any adjournment thereof.

BY ORDER OF A MAJORITY OF THE INITIAL BOARD OF DIRECTORS OF THE CORPORATION.



Name: Brady Johnston
Title: Director
Date:



Name: Tyrell Mack
Title: Director
Date:



Name: Sarah Johnston
Title: Director
Date:

NOTE:

One member of the Board of Directors has been replaced since this meeting occurred. The Current Board of Directors can be found on page 2 of *Form 1023*.

DRIGGS RECREATION CENTER LEASE AGREEMENT TVRA – TETON ROCK GYM

THIS AGREEMENT is made and entered into as of this 16th day of January, 2015, by and between The City of Driggs, a municipal corporation of the State of Idaho, referred to herein as "LESSOR", and Teton Rock Gym (assumed business name of Teton Valley Recreation Association Inc.), a 501(c)(3) non-profit organization incorporated in Idaho, referred to herein as "LESSEE",

WITNESSETH:

In consideration of the mutual covenants, conditions and agreements contained herein and the payment of rents herein specified, LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the real property and improvements hereafter identified as the demised premises pursuant to the following terms and conditions:

1. DEMISED PREMISES.

The demised premises consist of the real property and improvements situated thereon, located at 60 S Main St. Driggs, Teton County, State of Idaho, and described more specifically as follows, to-wit:

A portion of the East half of the Driggs Recreation Center (Phase II of the Driggs Community Center Building), as shown in EXHIBIT "A", but which may be adjusted as needed, by mutual agreement, to accommodate planned improvement projects within or adjacent to the Driggs City Center building.

TOTAL LEASED AREA = 1,204 square feet

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining.

2. TERM.

The term of this lease agreement shall be a period of three (3) years commencing on the 16th day of January, 2015, and extending to midnight on the same date three (3) years from said execution. LESSEE shall have three (3) consecutive options to extend the three (3) year term. Options shall be exercised by written notice to the Driggs City Council. The terms of this Agreement shall continue to apply to the option periods. In the event LESSEE shall fail to timely exercise its option to renew, this Agreement shall terminate upon the expiration of the then existing term or as otherwise provided for in this Agreement.

3. RENT.

3.1 LESSEE covenants, stipulates and agrees to pay to LESSOR as rent for the demised premises the applicable monthly rental rate of \$0.26/square foot of leased space (\$0.26 x 1,204 =

\$313), which shall be payable in advance on the first (1st) day of each month with the first month's rent being due on the first day of the month in which operation of the Teton Rock Gym will commence.

3.2 The monthly rent amount shall be adjusted annually on February 1st to match the previous year's change in the Consumer Price Index, or increased 3% from the previous year, whichever is less.

3.3 A late fee of Fifty Dollars (\$50) shall be assessed if the above amount is not received on or before the tenth (10th) day of the month in which it is due.

4. ASSIGNMENT OR SUBLEASING.

Except as provided for in section 4.1 of this agreement, LESSEE shall not assign, mortgage, or encumber this Lease, nor sublet or permit the leased premises or any part thereof to be used by others for any purpose, without the prior written consent of LESSOR being first obtained in each instance; provided, however, that regardless of any such assignment or sublease, LESSEE shall remain primarily liable for the payment of the rent herein reserved and for the performance of all the other terms of this lease required to be performed by LESSEE.

5. USAGE OF PREMISES AND COMPLIANCE WITH LAWS AND INSURANCE.

5.1 LESSEE shall use the premises, in a not-for-profit manner, solely for the purpose of developing and managing the proposed Teton Rock Gym indoor climbing facility. The LESSEE shall not use, nor permit the use of the premises, for any other purpose or purposes without the prior written consent of LESSOR. The premises shall not be used for any unlawful purpose during the term of the Lease, and LESSEE agrees to comply with all Federal, State, County and City ordinances, laws, regulations and policies, present or future, affecting the use of or the type of business to be carried on in the demised premises. LESSEE further agrees that LESSEE will not use or allow the use of the premises, or any part thereof, for an auction, distress or fire sale or bankruptcy or going out of business sale, and that the premises shall be kept by LESSEE in a clean and wholesome condition, free of any objectionable odors, noises or nuisances, and that all health and police regulations shall, in all respects and at all times, be fully complied with by LESSEE.

5.2 LESSEE shall prohibit by effective means any use of the facility when it is closed or not adequately staffed to ensure the safety of building occupants.

6. UTILITIES.

LESSOR will bill LESSEE for its pro rata share of propane and electricity expense based on leased floor area. LESSEE shall timely pay for all all other utilities of every type and nature whatsoever used by LESSEE in or about said premises, except for city water and sewer services, at LESSEE'S own cost and expense and shall indemnify LESSOR against any liability on such accounts.

7. BUILDING AND PROPERTY MAINTENANCE.

LESSOR, at their own cost and expense shall be responsible to maintain the roof, maintain the structural integrity of the outside walls and structural parts of the building located

on the demised premises. LESSEE, at their own cost and expense shall be responsible to maintain the interior portions of the building within their lease area. LESSOR will maintain bathroom facilities and the cost for routine maintenance shall be covered by the agreed rent; additional maintenance and cleaning required by special events will be the responsibility of the LESSEE.

8. LESSOR'S RIGHT OF ENTRY.

LESSOR shall have the right to enter the demised premises at any reasonable time to examine the same and determine the state of repair or alteration which shall or may be necessary for the safety or preservation of the demised property.

9. ALTERATIONS.

9.1 No alteration, addition, or improvement to the demised property shall be made by LESSEE without the written consent of LESSOR which shall not be unreasonably withheld by LESSOR. In such written consent, LESSOR shall state whether the proposed alteration, addition or improvement will become the property of the LESSOR upon surrender of the premises by the LESSEE, or whether LESSEE shall be required to remove the proposed alteration, addition or improvement. Upon the removal of any such alteration, addition or improvement, LESSEE shall be required to promptly repair any damage or injury done to the premises by such removal and restore the premises to as good condition as the same are in at the time LESSEE shall take possession, reasonable wear and tear expected. LESSEE shall indemnify LESSOR against any mechanic's or materialman's lien or other lien arising out of the making of any alteration, repair, addition, or improvement by LESSEE, AND SHALL HOLD LESSOR harmless of any such liens or claims, including reasonable attorney's fees and costs that may be incurred in removing any such liens.

9.2 LESSOR authorizes LESSEE to construct the climbing wall improvements shown in the approved building permit application drawings (Exhibit B). The climbing wall improvements shall remain the property of the LESSEE, and the LESSEE may be required to remove the improvements upon surrender of the premises.

9.3 LESSOR may negotiate a "per square foot allowance" to cover items that will ultimately outlast the tenant and stay with the building as City owned property, such as mechanical systems and electrical systems.

10. SIGNS.

LESSEE shall not affix or maintain upon the glass panes or supports of windows, doors or the exterior walls of the premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like items except as shall have first received the written approval of LESSOR as to the size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding LESSEE shall not affix any sign to the roof of the premises, nor utilize any advertising medium which can be heard outside the premises, but may make use of any existing signs, or erect at its sole cost and expense identification signs which are first approved by LESSOR provided that such signs are erected in accordance with the provisions of any and all applicable municipal, city or county codes. Such

signs shall be maintained by LESSEE in a neat and clean condition, and shall be revamped or repainted whenever necessary to maintain their quality appearance.

11. WASTE.

LESSEE shall not commit any waste or damage to the premises hereby leased, nor permit any waste or damage to be done thereto.

12. PROTECTION OF PROPERTY.

LESSEE agrees to maintain the demised property and improvements in as good condition as the same are in at the time LESSEE shall take possession of the demised property, reasonable wear and tear are expected. At the termination of the Lease in any manner LESSEE may remove any signs owned by LESSEE from the demised property, promptly repairing any damage or injury done to the premises by such removal and restoring said premises to the condition above described.

13. INSURANCE.

LESSOR shall maintain and pay for adequate fire and extended coverage insurance upon the leased building, but shall be under no duty or obligation to provide any fire or extended coverage insurance for any personal property or contents belonging to LESSEE within the demised premises, or furnish insurance coverage of any type to LESSEE. LESSEE agrees to obtain at LESSEE'S own cost and expense, general public liability insurance protecting and indemnifying LESSOR and LESSEE against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the leased property, with liability limits of \$300,000.00 property damage and \$1,000,000.00 with respect to injuries to any one person, and \$1,000,000.00 with respect to any one accident or disaster or incident of negligence. Such insurance policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage under the insurance policy, delinquent premium notices, or other matters pertaining to the coverage provided by such insurance policies shall be sent to both LESSOR and LESSEE. Evidence of such insurance policies shall be delivered to LESSOR. LESSOR shall have the right at any time to require LESSEE to provide to LESSOR copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full course and effect have been paid in full by LESSEE.

14. TAXES.

LESSOR shall pay all real estate taxes and real property assessments levied against the demised property, with the exception of any real estate taxes or personal property assessments on equipment, machinery or any other assets of any kind or nature placed in or upon the demised property by LESSEE. LESSEE shall pay all other taxes, licenses, and assessments of every kind, nature and description, including all taxes and assessments on any equipment, machinery or any other assets of any kind or nature placed in or upon the demised property by LESSEE.

15. FIRE RISK.

LESSEE shall not do anything in the demised premises or bring or keep anything therein which in any way might increase or tend to increase the risk of fire or damage by explosion, or which will conflict with the regulations of the fire department or fire laws, or with any fire insurance policy on the building or any part thereof, or with any rules or ordinances established by the Health Department or with any municipal, state, county or federal laws, ordinances or regulations.

16. ACCEPTANCE OF PREMISES.

LESSEE has examined the demised property and the buildings and improvements situate thereon, and accepts the same in the condition and state of repair they are now in. Neither LESSOR nor their agents have made any representation with respect to the demised premises except as are expressly set forth herein. No rights, easements or licenses are acquired by the LESSEE by implication or otherwise, except as expressly set forth in the provision of the Lease Agreement.

17. QUIET ENJOYMENT.

LESSOR covenants and warrants that if LESSEE shall faithfully and fully discharge the obligations herein set forth, LESSEE shall have and enjoy during the term of this Lease, a quiet and undisturbed possession of the demised premises, together with all of its appurtenances.

18. LESSEE INDEMNIFICATION.

LESSEE covenants and agrees not to do or suffer anything to be done by which persons or property in or about or adjacent to the demised premises may be injured, damaged, or endangered. LESSEE hereby agrees to indemnify LESSOR against and to hold LESSOR harmless from any and all claims or demands for loss of or damage to property for injury or death to any person from any cause whatsoever while in, upon, or about the demised premises during the term of this lease or any extension thereof. LESSEE shall, at LESSEE'S own expense, maintain any workman's compensation insurance or any other form of insurance required by law upon the employees or agents employed by LESSEE and LESSOR shall have no responsibility with respect thereto.

19. CONDEMNATION.

If the demised property, or any substantial portion thereof, is condemned or taken by right of eminent domain, or by purchase in lieu thereof, then and in any such event, this Lease shall terminate and cease as of the time when possession is taken by the public authority and rental shall be accounted for between LESSOR and LESSEE as of the date of the surrender of possession. Such termination shall be without prejudice to the rights of either LESSOR or LESSEE to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither LESSOR or LESSEE shall have any rights in or to any award or payment made to the other by the condemning authority.

20. DESTRUCTION.

It is understood and agreed that if the building upon the demised premises shall be destroyed by fire, the elements, riots, insurrections, explosions or any other cause, or be so

damaged thereby that it becomes untenantable and cannot be rendered tenantable within sixty (60) days from the date of such damage, this Lease may be terminated by either LESSOR or LESSEE; provided, however, that in the event the building is so damaged, LESSEE shall not be required to pay the rental herein provided during the term the demised premises are wholly unfit for occupancy. In the event that only a portion of the demised premises be damaged or become untenantable, then the rental during the period that said premises remain partially untenantable shall be reduced in the proportion that the untenantable portion of said premises bear to the total thereof. LESSOR shall make all reasonable effort to repair the demised premises within sixty (60) days or upon such extended period as both parties shall agree, provided that if said partially tenantable premises cannot be rendered fully tenantable within said sixty (60) days or extended period agreed upon by both LESSOR or LESSEE, from the date of said damage, this Lease can be terminated by either LESSOR or LESSEE.

21. MUTUAL RELEASE OF LIABILITY

Neither LESSOR nor LESSEE shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the demised property or the adjoining property, or in any manner growing out of or connected with LESSEE'S use and co-occupation of the demised premises, or the condition thereof, or the adjoining property, whether or not caused by the negligence or other fault of LESSOR or LESSEE or their respective agents, employees, subtenants, licensees, or assignees. This release shall apply only to the extent that such business interruption loss or damage to property, or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects LESSOR or LESSEE or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either LESSOR or LESSEE than would have existed in the absence of the paragraph. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that his release shall not affect the right of the insured to recover under such policies.

22. TIME IS OF THE ESSENCE

Time and prompt performance of each and every term, covenant and condition of this Lease is material and of the essence of this Lease. Every term, covenant and condition is a material term, covenant and condition of this Lease. Performance means compliance that is full and to the letter of this Lease. Substantial compliance will not be sufficient.

23. EVENTS OF DEFAULT.

23.1 The following or any of them constitute an event of default of the terms of this Lease Agreement:

(A) Failure by LESSEE to pay when due any installment of rent or any other sum herein specified to be paid by LESSEE if the failure continues for ten (10) days after written notice has been given to LESSEE;

(B) Abandonment of the premises by LESSEE without cause (for the purposes hereof the failure to occupy and operate the premises for ten (10) consecutive days shall be conclusively deemed an abandonment of the premises by LESSEE

(C) Failure by LESSEE to perform any other provision of this Lease required of LESSEE, if the failure to perform the same is not cured within thirty (30) days after written notice has been given to LESSEE;

(D) If LESSEE shall file or have filed against LESSEE in any court pursuant to any statute, either in the United States or of any other state, a Petition in Bankruptcy or Insolvency, or for reorganizations, or for appointment of a receiver or trustee of all or a substantial portion of the property owned by LESSEE, or if LESSEE makes an assignment for the benefit of creditors, or an execution or attachment shall be issued against LESSEE on all or a substantial portion of LESSEE'S property, whereby all or any portion of the premises covered by this Lease or any improvements thereon shall be taken or occupied, or attempted to be taken or occupied by someone other than LESSEE, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution of attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the termination, issuance, or filing of the same; and

(E) The taking by any person, except by LESSOR or its agents or affiliates, of the leasehold created hereby or any part thereof upon execution, or other process of law or equity other than assignment or sublease.

23.2 Upon the occurrence of any event of default, and the failure, neglect or refusal of LESSEE to cure the same during any notice period required for such default specified above, without further notice to LESSEE, LESSOR shall be entitled to effectuate such rights and remedies against LESSEE as are available to LESSOR under the terms of this Lease Agreement and the laws of the State of Idaho, including, without limitation, the following remedies:

(A) LESSOR shall have the immediate right, but not the obligation, to terminate this Lease, and all rights of LESSEE hereunder by giving LESSEE written notice of LESSOR'S election to terminate. No act by LESSOR other than giving notice to LESSEE shall terminate this lease. In the event of such termination, LESSEE agrees to immediately surrender possession of the premises. Should LESSOR terminate this Lease, it may recover from LESSEE all damages LESSOR may incur by reason of LESSEE'S breach, including the cost of recovering the premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amount shall be immediately due and payable from LESSEE to LESSOR.

(B) LESSOR shall also have the right, without process of law, to enter the premises and remove all persons and property from the premises without being deemed guilty of or liable in trespass. No such re-entry or taking possession of the premises by LESSOR shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given by LESSOR to LESSEE. no such action by LESSOR shall be considered or construed to be a forcible entry.

(C) LESSOR may, at any time, and from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, or allowed by law or equity, including the right to recover all rent as it becomes due.

(D) In addition to the other right of LESSOR herein provided, LESSOR shall have the right, without terminating this Lease, at its option, with or without process of law, to reenter and retake possession of the premises, and all improvements thereon, and collect rents from any SUBLESSEES and/or sublet the whole or any part of the premises for the account of LESSEE, upon any terms or conditions determined by LESSOR. LESSEE shall be liable immediately to LESSOR for all costs LESSOR incurs in re-letting the premises, including without limitation, brokers' commissions, expenses of remodeling the premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. In the event of such re-letting, LESSOR shall have the right to collect any rent which may become payable under any sublease and apply the same first to the payment of expenses incurred by LESSOR in dispossessing LESSEE and in re-letting the premises, and, thereafter, to the payment of the rent herein required to be paid by LESSEE, in fulfillment of LESSEE'S covenants hereunder; and LESSEE shall be liable to LESSOR for the rent herein required to be paid, less any amounts actually received by LESSOR from a sublease, and after payment of expenses incurred, applied on account of the rent due hereunder. In the event of such election, LESSOR shall not be deemed to have terminated this Lease by taking possession of the premises unless notice of termination in writing, has been given by LESSOR to LESSEE.

23.3 The remedies provided in this Lease Agreement are cumulative in addition to any remedies now or later allowed by law or equity. The exercise of any remedy by LESSOR shall not be exclusive of the right to effect any other remedy, allowed LESSOR under the terms of this Agreement, or now or later allowed by law or equity.

23.4 Any delay by LESSOR in enforcing the terms of this Agreement or any considerations or departures therefrom shall not operate to waive or be deemed to be a waiver of any right to require compliance that is full and to the letter of this Agreement or to thereafter require performance by LESSEE in strict accordance with the terms of this Agreement.

23.5 In the event that any remedy granted to LESSOR under the terms of this Agreement is held void or unenforceable, LESSOR shall nevertheless have all of the other remedies provided in this Agreement that are not contrary to law.

24. ENFORCEMENT.

Should either party default in the performance of any covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including but not limited to, a reasonable attorney's fee, including such fees on appeal, which the prevailing party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof.

25. LESSOR'S RIGHT TO CURE LESSEE'S DEFAULT.

If LESSEE shall default in the performance of any covenant or condition in this Agreement required to be performed by LESSEE, LESSOR may, after thirty (30) days notice to LESSEE, or without notice if in LESSOR'S opinion an emergency exists, perform such covenant or condition for the account and at the expense of LESSEE, in which event LESSEE shall reimburse LESSOR for all sums paid to effect such cure, together with interest from the date of

the expenditure at the rate of eighteen percent (18%) per annum and reasonable attorneys fees. All amounts owed by LESSEE to LESSOR under this paragraph shall be additional rent. In order to collect such additional rent LESSOR shall have all remedies available under this Agreement for a default in the payment of rent and the provisions of this paragraph shall survive the termination of the lease. Nothing in this paragraph provided shall in any way require

LESSOR to perform or correct any such defaults on the part of LESSEE.

26. NOTICES.

Service of any notice permitted or required under the terms of this Agreement shall be deemed complete upon the deposit of the same in the United States Mail, by Certified or Registered Mail, addressed to LESSEE at Teton Rock Gym, PO Box 362, Driggs, ID 83422 or addressed to LESSOR at PO Box 48, Driggs, Idaho, 83422, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon LESSEE or on LESSOR as the case may be. In the event there be more than one (1) person constituting LESSOR or LESSEE herein, service by mail or personal service as provided above upon any one person in such party shall be good and sufficient service upon all persons constituting such party the same as though such service had been made upon each and every member of such party. In the event LESSEE or LESSOR elect to hire an attorney to prepare any Notice of Default required by the terms of this Agreement, the other party shall pay, in addition to any sums required to be paid to cure said default, or in addition to any other performance required by such party to cure such default, the costs of preparation of said default notice, and said default shall not be cured unless and until said costs are paid. The Notice of Default shall specify the amount of said costs.

27. HOLDING OVER.

If LESSEE remains in possession of the demised premises after the expiration date of this lease or the termination of this lease for any reason, with LESSOR'S acquiescence and without any distinct agreement between the parties, LESSEE shall be a LESSEE at will and except for the term of such holdover, which shall be at LESSOR'S will, the tenancy shall be subject to all provisions of this Lease Agreement. LESSEE shall be responsible to LESSOR for all damage which LESSOR shall suffer by reason of LESSEE remaining in possession after the termination of this agreement and LESSEE hereby indemnifies LESSOR against all claims made by any succeeding LESSEE against LESSOR resulting from delays by LESSOR in delivering possession of the premises to such succeeding LESSEE. Nothing in this paragraph shall be construed as a consent by LESSOR to the possession of the premises by LESSEE after the termination of this Lease Agreement for any reason.

28. LIENS.

LESSEE agrees not to permit any lien for monies owing by LESSEE to become a lien against the demised premises. In the event any lien is created against the demised premises on the account of monies owing by LESSEE, LESSEE shall cause the termination of such lien within thirty (30) days following discovery of the same by LESSEE. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by LESSEE, LESSOR may at LESSOR'S option (but

without any obligations to do) apply and discharge such lien. LESSEE shall repay any sum so paid by LESSOR and such amounts due to LESSOR shall be deemed additional rent

29. LESSEE AS INDEPENDENT CONTRACTOR.

LESSEE'S use of the demised premises shall be as an independent contractor and nothing herein shall be deemed to create a partnership or joint venture between the parties.

30. IDAHO LAW GOVERNS.

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

31. MODIFICATION.

This Lease Agreement contains the entire agreement between the parties and may not be modified or changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

32. BINDING ON SUCCESSORS.

It is further expressly agreed, that the provisions, stipulations, terms, covenants, conditions and undertakings in this lease and any renewals thereof shall inure to the benefit of and bind the heirs, executors, administrators and assigns or successors in interest of both the LESSOR and LESSEE.

33. SEVERANCE AND VALIDITY.

In the event any provision of this agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

LESSEE

By: 

Name/Title: TVRA president

ATTESTED:


Name:

LESSOR



Hyrum Johnson, Mayor

ATTESTED:


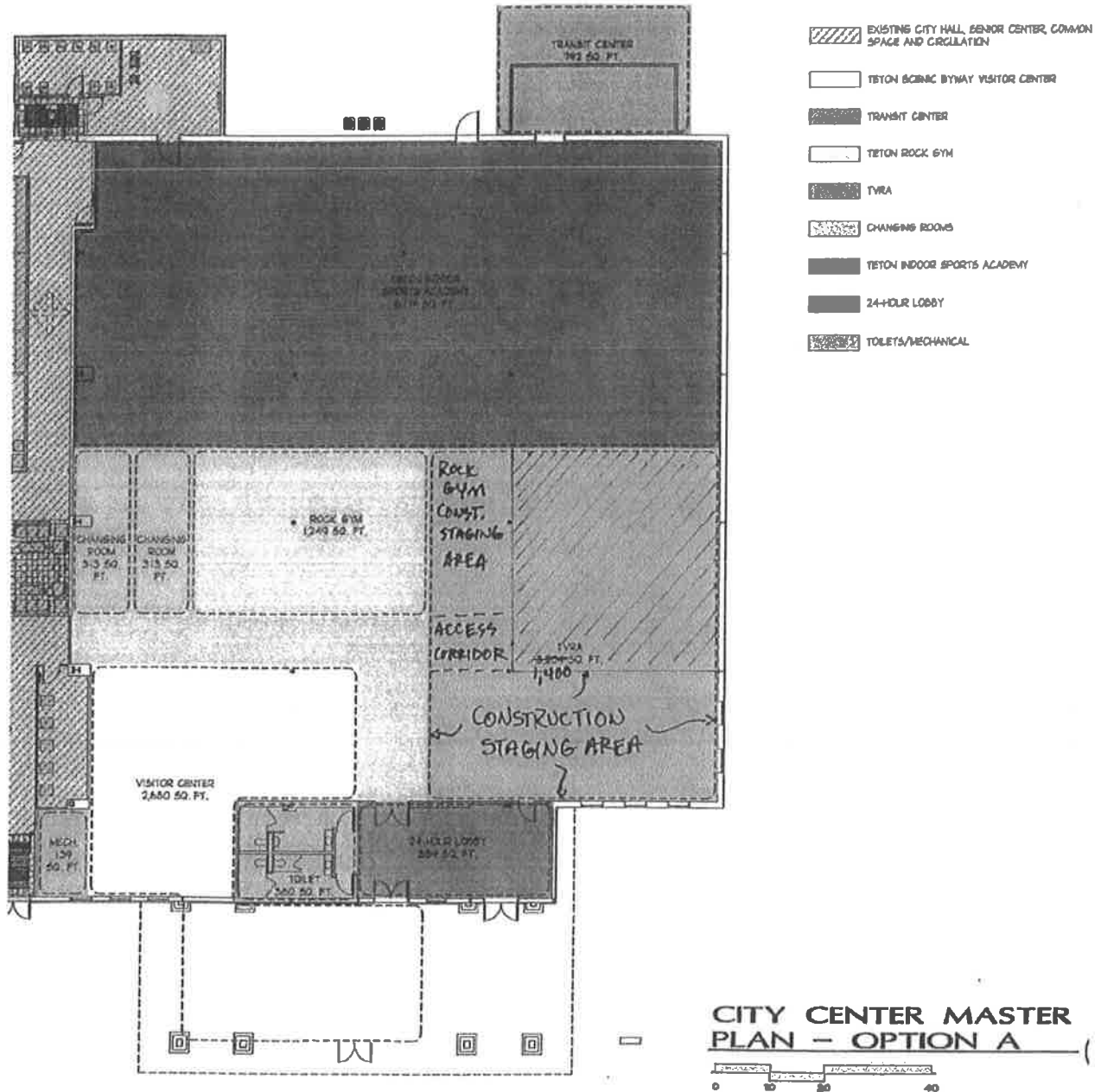
 Deputy City Clerk
Kreslyn Schuchler, City Clerk


EXHIBIT "A"



 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

003804.626911.195545.28916 1 MB 0.439 850




TETON ROCK GYM INC
% BRADY J JOHNSTON
PO BOX 362
DRIGGS ID 83422

Date of this notice: 12-29-2015

Employer Identification Number:
37-1798462

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 37-1798462. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2016
Form 1120	03/15/2016
Form 940	01/31/2016

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

Form **SS-4**

(Rev. January 2010)

Department of the Treasury
Internal Revenue Service**Application for Employer Identification Number**

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

OMB No. 1545-0003

EIN

▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Teton Rock Gym Inc.					
	2 Trade name of business (if different from name on line 1)		3 Executor, administrator, trustee, "care of" name care of Brady J. Johnston			
	4a Mailing address (room, apt., suite no. and street, or P.O. box) PO Box 362 Driggs, ID 83422		5a Street address (if different) (Do not enter a P.O. box.) 65 South Main Suite #350			
	4b City, state, and ZIP code (if foreign, see instructions) Driggs, ID 83422		5b City, state, and ZIP code (if foreign, see instructions) Driggs, ID 83422			
	6 County and state where principal business is located U.S.A Idaho					
	7a Name of responsible party Brady J. Johnston		7b SSN, ITIN, or EIN 520191582			
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members 3				
8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
9a Type of entity (check only one box). Caution. If 8a is "Yes," see the instructions for the correct box to check. <input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Church or church-controlled organization _____ <input checked="" type="checkbox"/> Other nonprofit organization (specify) ▶ recreation education org. <input type="checkbox"/> Other (specify) ▶ _____ <input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) if any ▶ _____						
9b If a corporation, name the state or foreign country (if applicable) where incorporated Idaho		Foreign country _____				
10 Reason for applying (check only one box) <input checked="" type="checkbox"/> Started new business (specify type) ▶ Community Climbing Center <input type="checkbox"/> Hired employees (Check the box and see line 13.) _____ <input type="checkbox"/> Compliance with IRS withholding regulations _____ <input type="checkbox"/> Other (specify) ▶ _____ <input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business _____ <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____						
11 Date business started or acquired (month, day, year). See instructions. November 3, 2015		12 Closing month of accounting year December				
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14. <table border="1"><tr><td>Agricultural 0</td><td>Household 0</td><td>Other 5</td></tr></table>		Agricultural 0	Household 0	Other 5	14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/>	
Agricultural 0	Household 0	Other 5				
15 First date wages or annuities were paid (month, day, year). Note. If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ November 6, 2015						
16 Check one box that best describes the principal activity of your business. <input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail <input checked="" type="checkbox"/> Other (specify) Recreation Center						
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Community Climbing Center, Instruction, Youth Clubs						
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶ _____						
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.					
	Designee's name Address and ZIP code		Designee's telephone number (include area code) () Designee's fax number (include area code) ()			
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code) (307) 690-9410				
Name and title (type or print clearly) ▶ Brady J. Johnston		Applicant's fax number (include area code) ()				
Signature ▶ _____		Date ▶ _____				



HUB International Mountain States Limited

2703 Connery Way
Missoula, MT 59808
Office 406-542-5126
Toll Free 888-922-3586
Fax 406-542-5647
www.hubinternational.com

Insurance | Bonding | Risk Management

January 23, 2017

Teton Rock Gym, Inc.
PO Box 362
Driggs, ID 83422

RE: General Liability
Insurer: Atain Specialty Insurance Company
Policy #: CIPLR202205
Policy Period: January 16, 2017 to January 16, 2018

Dear Insured:

We would like to take this opportunity to thank you for your decision to renew the above policy with our agency. We have ordered your renewal policy and will forward it to you upon receipt from the insurance company.

In the meantime, please accept the enclosed insurance binder as evidence of coverage until the policy has been received and delivered to you.

Thank you for giving us this opportunity to assist you with your insurance needs. Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Crystal Marsh
Account Manager II

Enclosed

COMMON POLICY
DECLARATIONS

ATAIN SPECIALTY INSURANCE COMPANY
FARMINGTON HILLS, MICHIGAN
PRIMARY FACILITY POLICY

RENEWAL OF:
CIPLR201922

Policy Number
CIPLR202205

Item 1. Named Insured and Mailing Address:

TETON ROCK GYM, INC

PO BOX 362

DRIGGS

ID 83422

Agent Name and Address:

ILLINOIS RB JONES
7807 EAST PEAKVIEW AVE.

CENTENNIAL

CO 80111

NO FLAT CANCELLATIONS

Item 2. Policy Period

From: 01/16/2017

To: 01/16/2018

12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Retroactive Date: DOES NOT APPLY

Item 4. Business Description: INDOOR CLIMBING GYM

Item 5. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Commercial General Liability Coverage Part	\$3,500.00
Commercial General Liability Coverage Part	NOT COVERED
Commercial Crime Coverage Part	NOT COVERED
Liquor Liability Coverage Part	NOT COVERED
Commercial Inland Marine	NOT COVERED
Policy Fee	\$ 200.00
ID Stamping Fee	\$ 18.50
ID Surplus Lines Tax	\$ 55.50
TOTAL DUE:	\$3,774.00

"This surplus line contract is issued pursuant to the Idaho insurance laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association."
Daryle Stafford #394364

Item 6. Forms and endorsements applicable to all Coverage Parts:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

BURNS & WILCOX LTD.

Countersigned 01/24/2017

DATE

GC

UNDERWRITER

SLI

PROCESSOR

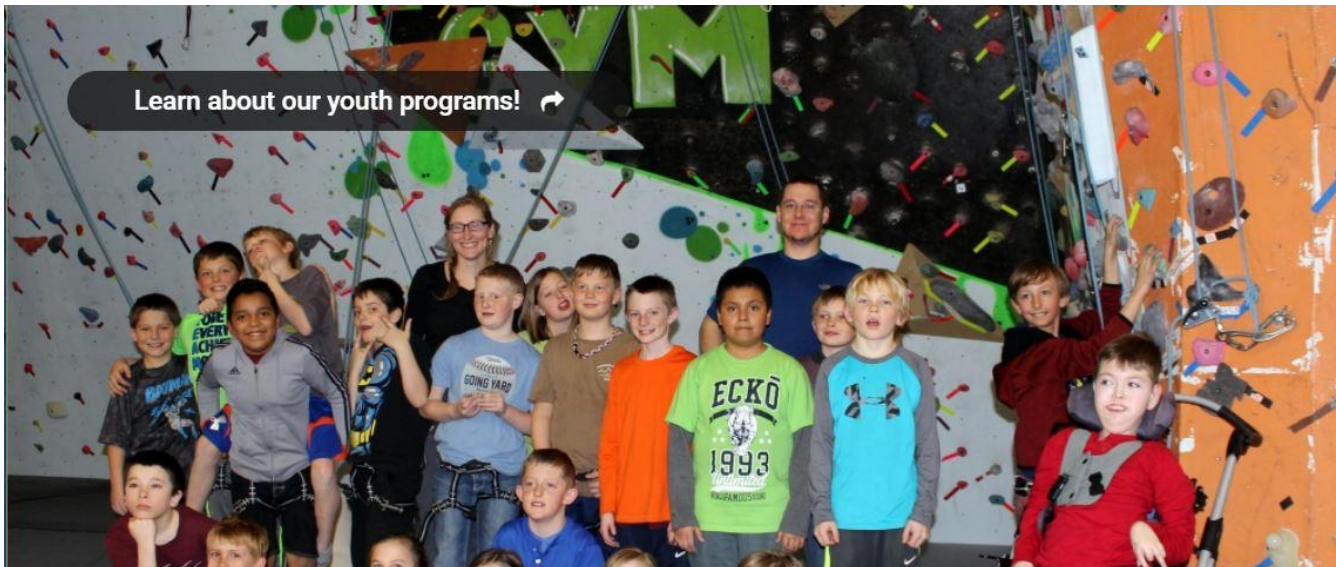
By

Alan J. Kaufman

COUNTERSIGNED

Teton Rock Gym

climb@tetonrockgym.com | 2

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Climbing

Teton Rock Gym provides an opportunity for all ages and abilities to experience the fun of climbing – if its your first time, we've got your back! We offer over 3000 sq ft of climbing, including bouldering, 12 top ropes, lead climbing, and auto-belays. We have a full array of rentals and refreshments to get you going and fuel your burn!

[Learn More](#) >>


Instruction

Trained staff is on hand to provide instruction to climbers of every level – whether you've never climbed higher than your kitchen table, or you're itching to take some real lead falls in our seriously steep roof, come on in. Keep an eye out for our scheduled classes or schedule your own affordable private lesson.

[Learn More](#) >>


Youth Programs

We offer a variety of youth climbing including after school, summer camp, competitive climbing team, and adult climbing events. We are also able to tailor programs or youth classes to – just ask. The gym is also a great place for a birthday party!

[Learn More](#) >>


To save time please fill out our [online waiver](#) prior to coming into the gym!

Hours

Monday - Friday: 3-9 PM
Saturday & Sunday: 1-8 PM

Social



Contact Us

208-354-1046
climb@tetonrockgym.com

We are located in the Driggs City Center, doors to the right of the Geotourism Center directly facing Main St.

60 S. Main St. Suite #350
Driggs, ID 83422

Map

Teton Rock Gym

[✉ climb@tetonrockgym.com](mailto:climb@tetonrockgym.com) | [📞 2](#)[Home](#)[Pricing](#)[Programs](#)[Birthdays/Groups](#)[Calendar](#)[Supporters](#)[Gym Info](#)[Gallery](#)

Classes

Belay Basics

When: Unless we're slammed, we can do a belay lesson just about anytime we're open! This quick 15-20 minute class gives you the basics you need to get on the to our gym. Our top ropes are pre-rigged with belay devices and auto-locking carabiners, therefore this class does NOT cover knots, loading belay devices, or belaying devices other than gri-gri's.

Who: Anyone 12 and over can begin to belay independently - youth under 12 require a backup belayer during open gym hours - come with your kids and we'll teach you to watch for and how to back them up!

Cost: \$5/Person

How it Works: Come on in and we'll get you going. In the winter months or on a rainy day, a call ahead is appreciated to make sure its not really busy!

Intro to Climbing

When: 2 hours; see calendar for dates

Who: Anyone wanting to learn fundamental climbing and belaying skills

Cost: \$30 for adults, \$25 for students; 15% discount for members

How it Works:

Sign up ahead of time by calling 208-354-1046 or emailing tetonrockgym@gmail.com. Space is limited. Minimum enrollment is 4 participants. The cost of the class top-rope belay test, shoe and harness rental. Separate classes are offered for adults and youth aged 18 and under; see calendar.

Intermediate Technique

When: 2 hours; see calendar for dates

Who: Anyone wanting to learn intermediate climbing skills

Cost: \$35 for adults, \$25 for students; 15% discount for members

How it Works:

Sign up ahead of time by calling 208-354-1046 or emailing tetonrockgym@gmail.com. Space is limited. Minimum enrollment is 4 participants. Separate classes are adults and youth aged 18 and under; see calendar.

Learn to Lead

When: 4 hours; see calendar for dates

Who: Anyone wanting to learn lead climbing and belaying skills

Cost: \$65 for adults, \$55 for students; 15% discount for members

TETON ROCK GYM, INC.
EIN: 37-1798462

How it Works:

Sign up ahead of time by calling 208-354-1046 or emailing tetonrockgym@gmail.com. Space is limited. Minimum enrollment is 4 participants. The cost of the class lead climbing and belay tests. Separate classes are offered for adults and youth aged 18 and under; see calendar.

Bouldering Workshop

When: 1 hour; see calendar

Who: Adults, 18 and over

Cost: \$10 for members, \$18 for non-members

How it Works:

Each workshop will focus on a different bouldering skill with the aim of improving bouldering technique and fitness for all skill levels.

Women's Climbing Workshop

When: 1 hour; see calendar

Who: Women, 18 and over

Cost: \$10 for members, \$18 for non-members

How it Works:

Each women's only workshop will focus on a different climbing skill with the aim of improving climbing technique and fitness for all skill levels.

Hours

Monday - Friday: 3-9 PM
Saturday & Sunday: 1-8 PM

Social



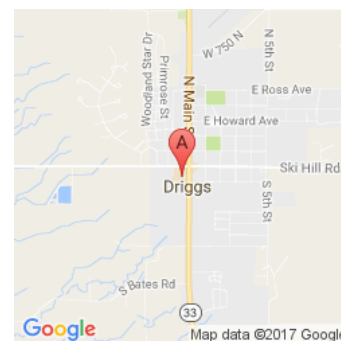
Contact Us

208-354-1046
climb@tetonrockgym.com

We are located in the Driggs City Center, doors to the right of the Geotourism Center directly facing Main St.

60 S. Main St. Suite #350
Driggs, ID 83422

Map



Teton Rock Gym

climb@tetonrockgym.com | 2

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Birthdays

Birthdays at Teton Rock Gym

Reserve Teton Rock Gym for your next birthday! Enjoy two hours of fun-filled top-rope, bouldering, and auto-belay climbing for all ages.

Price

\$110 First Six Climbers, \$15 Each Additional Climber

Includes...

- * All rental equipment (harnesses, climbing shoes, chalk bags)
- * Party space with table, chairs, and a refrigerator. Music of your choice!
- * TRG staff hosts/belayers/instructors, commensurate with group size. Additional belay staff is available by request, \$40

Party Times (dependant on availability)

Mon-Fri 12:30 – 2:30 pm
Sat & Sunday 10:30 – 12:30 pm
Sat and Sun "After Hours" 8:15 – 10:15 pm

To reserve your party date

- * Please call or email a minimum of one week in advance for reservations; (208) 354-1046.
- * A minimum \$70 deposit must be made with all reservations.
- * Deposits are non-refundable.

** All participants (including adults who will enter the climbing area) must have a TRG waiver signed by parent or guardian!*

Gratuities

- * If you are pleased with the service provided by the belay staff for your party, feel free to show them!

Contact us today to make your reservation!



Hours

Monday - Friday: 3-9 PM
Saturday & Sunday: 1-8 PM

Social

Contact Us

208-354-1046
climb@tetonrockgym.com

Map

We are located in the Driggs City Center, doors to the right of the Geotourism Center directly facing Main St.



TETON ROCK GYM CLIMBING CAMP

TRG's Rock Camp is a fun, physical program for kids to begin or continue to develop confidence, movement, and fundamental skills for bouldering and roped climbing. Mondays will be held primarily indoors with lots of climbing games and slacklining trips to the park. On Wednesdays and Fridays we'll be venturing out to local crags and climbing on real rock!

WHEN: 6/5-6/23 7/3-7/21 7/31-8/18

MONDAYS (ages 6+) 8:30 - 3

WEDNESDAYS (*Outdoor*, ages 8+) 8:30 - 4

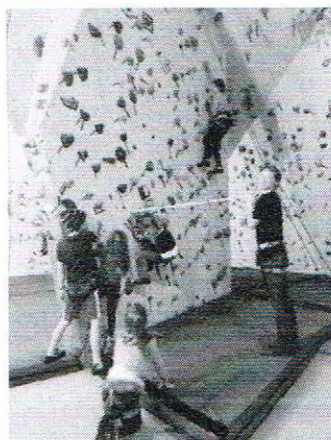
FRIDAYS (*outdoor*, ages 8+) 8:30 - 4

COST \$48/day

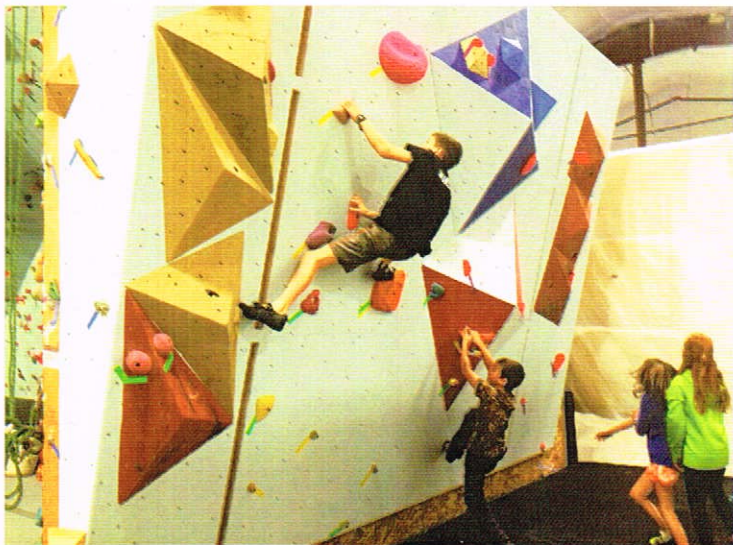
 \$44/day additional sibling

Cost includes all climbing equipment, instruction from our professional and experienced staff, and transportation to/from outside destinations. Need-based scholarships available.

SIGNING UP Advance registration and payment is required. To sign up: call us, email for a registration form, or visit our website to fill out an online registration form. Enrollment for Wednesday and Friday outdoor days is limited. Participants must have a waiver on file prior to the first day of camp. Complete the waiver online at:



WWW.TETONROCKGYM.COM
PROGRAMS@TETONROCKGYM.COM (208) 354-1046



TETON ROCK GYM

AFTER SCHOOL CLIMBING CLUB \$89/MO

SEPTEMBER 5TH—JUNE 2ND

The all-inclusive climbing program for beginner and experienced youth climbers! Includes:

- + 1 day/week of climbing class and activities**
- + membership and rental equipment for the month**
- + belay lesson and free harness rentals for parents**
- + 15% discount for a second day/week, 10% discount for siblings**

Ages 5-9
Mondays or Wednesday
3-5 pm

Ages 8+
Tuesdays or Thursdays
3-5 pm

Contact us to enroll for September! Class size is limited but participants can enroll any time during the year, as long as space is available.

- + Call (208) 354-1046**
- + Email us at tetonrockgym@gmail.com**
- + Drop by the gym!**

Mon—Fri 3-9 pm
Sat & Sun 1-8 pm

- + Visit our website for details www.tetonrockgym.com**



March 2017

IN THIS ISSUE:

- Next event
- Upcoming events

BOISE - WINGS CENTER: We are still accepting registrations for our event at Wings Center in Boise on Sunday, March 12 from 10:00 am until noon, consisting of two 1-hour sessions.



SPOKANE, WASH. - WILD WALLS: Registration is now open for our second annual event at Wild Walls in downtown Spokane. Wild Walls has some excellent climbing routes and a large bouldering area that will be fun for the courageous climbers. The event will be held on Saturday, April 22 from 10:00 am until noon and will consist of two 1-hour sessions.



HEIDI'S KIDS CLIMB: In the previous issue of this newsletter, we told you of the passing of our dear friend Heidi Lieben Hochstrasser. As a tribute to her support of Courageous Kids Climbing and love for kids, we have renamed our

event at Teton Rock Gym in Driggs, Idaho, *Heidi's Kids Climb*.



SPREAD THE WORD: We really need help getting the word out to high school students who are legally blind (A-10 fighter jet tour) as well as wounded warriors (Urban Ascent climb), who might want to join us for a couple of special events. **NOTE DATE CHANGE for the A-10 event to Sunday, May 7, 2017.**



CONTRIBUTIONS: In the past month, we have received contributions from *Run For Dunn* and *Horizon's Life-Style and Education Team, Cascade Cultural Arts Center*. This money will be used to purchase equipment and support our continuing efforts. Thank you so very much!

FOREVER LED: Thank you to Forever LED for sponsoring our event at the YMCA Camp at Horsethief Reservoir on Saturday, June 10 from 1:00 to 4:00 pm.

SPECIAL OPPORTUNITIES: We are often asked to support other organizations at their functions. There are a couple of these opportunities coming up. 1) On Saturday, March 25, we will be setting up a display at the Idaho Blind Conference in Boise. 2) At a date yet to be determined, we will be helping a special education teacher in Boise take her class to a climbing gym. We might need a couple of volunteers to

June 10, 2017 – *Forever LED Climb* at the YMCA Camp at Horsethief Reservoir (Cascade, ID.) – 1:00 pm to 4:00 pm.

June 24, 2017 – Action Sports, Bakersfield, CA. 10:00 am until noon.

June 25, 2017 – Location to be determined – University of Antelope Valley – Parkview Campus, California 10:00 am until noon.

August 12, 2017 – Central Washington University, Ellensburg, WA. 1:00 to 3:00 pm.

September 9, 2017 – YMCA, Caldwell, ID. 10:00 am until noon.

September 10, 2017 – Teton Rock Gym, Driggs, ID. 10:00 am until noon

HOW YOU CAN SUPPORT US

SENIOR PROJECT: If you know of a high school student that would like to organize an event for us as a senior project, please let us know. That would be so awesome!

SCHOLARSHIP: The Courageous Kids Scholarship Fund at the University of Idaho provides scholarships to people with special needs from Idaho and eastern Washington to attend the University of Idaho. To date, we have provided \$1000 to one student! If you would like to contribute any amount to this fund, please send your tax-deductable contribution to the University of Idaho Foundation and place "Courageous Kids Scholarship" in the comments section on the check. Mail the check to:

Courageous Kids Scholarship
c/o University of Idaho Foundation
875 Perimeter Drive – MS 3147
Moscow, ID 83844-3147

DONATIONS TO COURAGEOUS KIDS CLIMBING: If you would like to make a donation to our efforts, please make the check out to "MCIC - Courageous Kids Climbing" and mail to Courageous Kids Climbing; Attn: Jeff Riechmann; 300 Mountain Cove Court; McCall, Idaho 83638-4501. Money is primarily used to buy t-shirts for the kids and a few other incidentals. (Courageous Kids

Climbing is a member of the McCall Community Improvement Corporation (MCIC, which grants us our non-profit status.)

RIDLEY'S MARKET: You can also donate your rewards points through Ridley Markets to CKC. At the end of the newsletter is the form that you can complete and give to customer service at Ridley's – don't forget to identify *Courageous Kids Climbing* as your charity!


For more information on Courageous Kids Climbing or to reserve a spot for your child at one of our events, or to volunteer or sponsor an event (T-shirts for the kids), send an e-mail to JeffRiechmann@cs.com or visit *Courageous Kids Climbing* on Facebook.

All Courageous Kids Climbing events are offered free of charge to any child with special needs. We can accommodate most children with special needs. All kids wear a safety harness during the event (except when bouldering). We have worked with both physically and intellectually challenged kids.

RISE ABOVE!

Please feel free to share our newsletter with anyone who might be interested.

Occasionally, people will ask what Jeff's qualifications are when it comes to climbing. Besides being a retired firefighter, Jeff is also a safety engineer who teaches fall protection, which is directly related to climbing. Jeff will be teaching this class:



**Fall Protection For
Residential Home Builders**
Sat., April 8, 9-4
College Center
106. E. Park St., McCall
\$50 per person • OSHA Certification
www.McCallCollege.org
for more information



Parties at Teton Rock Gym



TETON ROCK GYM, INC.
EIN: 37-1798462

Reserve Teton Rock Gym for your next birthday, company party, or team event!
Enjoy two hours of fun-filled top-rope, bouldering, and auto-belay climbing for all ages.

Price

\$110 for the first 6 climbers, \$15 for each additional climber after 6

Includes...

- * All rental equipment (harnesses, climbing shoes, chalk bags)
 - * Party space with table, chairs, and a refrigerator. Music of your choice!
 - * TRG staff hosts/belayers/instructors, commensurate with group size.
- Additional belay staff is available by request, \$40

Party Times (dependant on availability)

<i>Mon-Fri</i>	12:30 – 2:30 pm
<i>Sat & Sunday</i>	10:30 – 12:30 pm
<i>Sat and Sun "After Hours"</i>	8:15 – 10:15 pm

To reserve your party date

- * Please call a minimum of one week in advance for reservations; (208) 354-1046.
- * A minimum \$70 deposit must be made with all reservations.
- * Deposits are non refundable for cancellations within 7 days of the event.

** All participants (including adults who will enter the climbing area) *
must have a TRG waiver signed by parent or guardian!*

Go online to www.tetonrockgym.com, and click the link to the "Online Waiver."

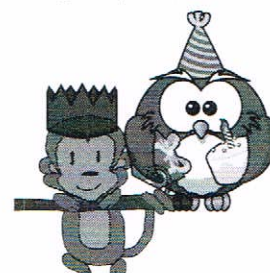
Gratuities

- * If you are pleased with the service provided by the belay staff for your party, feel free to show them!

Contact us today to make your reservation!

(208) 354-1046

TetonRockGym@gmail.com



boy scout merit badge course

This course encompasses everything needed in order to receive a climbing merit badge. This includes first aid, leave no trace ethics, various aspects of climbing, belaying, knot tying, rappelling, basic technique, and more. All ages are welcome to participate, but the ability to belay is on a case by case basis (typically we can get everyone over 10 belaying, under that age is evaluated individually). Every scout will receive a check-off sheet for his merit badge. Depending on the size of the group, this course takes about 4 hours.

COURSE DETAILS

The course would be during gym off hours and solely dedicated to the scout training course. Our gym open hours are 3-9PM weekdays, and 1-7 Sunday, so we could schedule the courses any OTHER times.

- \$50/scout up to 6 scouts, \$42/scout over 7 scouts.
- minimum of 5 scouts, Max 12
- We maintain a student/instructor ratio of 6:1
- gear and shoes provided

B.S.A. MERIT BADGE REQUIREMENTS

DO THE FOLLOWING:

- Explain to your counselor the most likely hazards you may encounter while participating in climbing and rappelling activities and what you should do to anticipate, help prevent, mitigate, and respond to these hazards.
- Show that you know first aid for and how to prevent injuries or illnesses that could occur during climbing activities, including heat and cold reactions, dehydration, stopped breathing, sprains, abrasions, fractures, rope burns, blisters, snakebite, and insect bites or stings.
- Identify the conditions that must exist before performing CPR on a person.

LEARN THE LEAVE NO TRACE PRINCIPLES + OUTDOOR CODE + EXPLAIN WHAT THEY MEAN

PRESENT YOURSELF PROPERLY DRESSED FOR:

- belaying
- climbing
- rappelling

LOCATION.

DO THE FOLLOWING:

- Explain how the difficulty of climbs is classified, and apply classifications to the rock faces or walls where you will demonstrate your climbing skills.
- Explain the following: top-rope climbing, lead climbing, and bouldering.

DO THE FOLLOWING:

- Using a carabiner and a rappel device, secure your climbing harness to a rappel rope.
- Tie into a belay rope set up to protect rappellers.
- Rappel down three different rock faces or three rappel routes on a climbing wall. Use verbal signals to communicate with a belayer, and demonstrate good rappelling technique.

//STORAGE.

DEMONSTRATE WAYS TO STORE:

- rope
 - hardware
 - other gear used for climbing, rappelling + belaying
- See more at: <http://www.evorock.com/climbing-merit-badge-course/#sthash.vNGsRE5y.dpuf>

Climbing Team Participant Information Sheet

General Information

Name:

Age:

Gender:

Residence:

Climbing History/Goals

Preferred Style: Boulder TR Lead

Years Climbing:

Years Competing / Training:

Circuit of Comps:

Goals

1.

2.

3.

Good	Needs Work	
		Pushing with legs
		Quiet feet
		Small, frequent steps
		Moving feet on wall (tapping, flagging, smearing)
		Soft, precise foot placement
		Foot stable on hold
		Looking at feet
		Confidence in feet
		Pulling with arms/locking off, direction of pull
		Straight arms
		Reaching/too stretched out for holds?
		Gripping holds lightly; relaxed open-hand grip, soft forearm
		Three points of contact!
		"Set" position before movement
		Balance/shifting weight
		Backstep
		Hips (backstep position)
		Body position (hips in, shoulders out)
		Static movement; smooth, fluid, controlled
		Dynamic movement; willingness and commitment
		Confidence in holds; contact strength
		Breathing