



# Boulders Climbing Gym

## Youth Waiver, Release, Acknowledgement of Risk, and Indemnification Agreement

Print Youth Name: \_\_\_\_\_

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

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

Phone (including area code): \_\_\_\_\_

Birth Date of Climber: \_\_\_\_\_

WARNING: This agreement is legally binding. If you do not understand any aspect of this agreement, have a Boulders Climbing Gym employee fully explain such aspect before signing. In signing this document, you and the youth named above are waiving the right to bring a court action to recover compensation or obtain any other remedy for any personal injuries, damage to property, accident of any kind, or for you or for the above named youth's death, arising out of the use of the Boulders Climbing Gym facilities, climbing walls

(including, without limitation, lead walls), equipment, participation in classes, or activities sponsored by Boulders Climbing Gym by the youth named above, whether that use is supervised or unsupervised. Note: If the terms of this waiver and release are unacceptable to you, prior to you signing this document, you should contact the manager of Boulders Climbing Gym to negotiate acceptable terms. (Initials \_\_\_\_\_)

I hereby release, protect, indemnify, defend, and hold harmless Boulders Climbing Gym, each of Boulders Climbing Gym's directors, officers, agents, attorneys, landlords, affiliates, volunteer assistants, and employees, and any other climbers, members, visitors, users, or other persons whom may be present at Boulders Climbing Gym (collectively, the "Indemnified Parties") from and against any and all losses, claims, causes of action, damages, costs, expenses, and liabilities in connection with any injury to or illness or death of any person or damage to any property (including all reasonable expenses of litigation, court costs, and attorney's fees) (collectively, "Losses") incurred in connection with my and the above named youth's use of the Boulders Climbing Gym, and I hereby waive any right I or the above named youth may have against the Indemnified Parties with respect to any Losses; provided, however, that to the extent such Losses are caused by the willful misconduct of any Indemnified Party, this paragraph will not apply to such Indemnified Party. It is my express intention that the terms of the preceding sentence include an agreement to waive all Losses caused by the negligence of any Indemnified Party. The provisions of this agreement are binding on me, the above named youth, and my and the above named youth's heirs, assigns, and personal representatives. (Initials \_\_\_\_\_)

Rock climbing, as a sport, has inherent risks. There is an assumed risk of injury rock climbing, which also applies to the controlled environment of Boulders Climbing Gym. I hereby acknowledge and agree that the sport of rock climbing and the use of Boulder Climbing Gym's facilities, equipment, climbing walls, taking of classes, and/or participating in activities sponsored by Boulders Climbing Gym has inherent risks. While it is impossible to list or contemplate all the possible injuries that may occur, some examples are: Patron's misuse of the facilities, climbing walls, or equipment; cuts and abrasions resulting from ropes or skin contact with the climbing wall; failure of the facilities, climbing walls, or equipment of Boulders Climbing Gym; slips, trips, falls, or other, in using the facilities; walls, or equipment of Boulders Climbing Gym; personal health problems, physical conditions, or other personal areas of concern; individual or collective negligence of the owners, employees, or volunteer assistants, other climbers, visitors, or persons who may be present acting in an individual capacity; negligence or lack of adequate training of any person who seek to assist with medical or other help. (Initials \_\_\_\_\_)

I have been warned and am aware of these and numerous other inherent risks in using the Boulders Climbing Gym facilities, climbing walls, and equipment. I fully understand that it is my responsibility that to provide to the above named youth must be under direct supervision at all times by an adult that has been certified by Boulders Climbing Gym staff and I accept responsibility for providing such supervision and for those risks and for the injuries that may occur to the above named youth, even when properly supervised, as stated above. I understand that Boulders Climbing Gym has several regulations that affect youth participant use (those seventeen years or younger) during group use activities and during regular public hours. In consideration of the above named youth using or observing the Boulders Climbing Gym, I, the undersigned, am the parent or guardian of the youth named above, I agree to the terms of this agreement, and I am signing this release on behalf of the minor. (Initials \_\_\_\_\_)

My signature below indicates that I have read and understand the above.

Adult Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Last Updated: May 14, 2006

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