

# GRIPSTONE CLIMBING CS, LCC.

## Assumption of Risks, Waiver of Claims, Release of Liability, and Visitor Agreement

First Name	Last Name	Middle Name	Date of Birth
Address 1		Address 2	City
State	Postal	Primary Phone	Secondary Phone
Email Address (we never share your information with anyone)		Emergency Contact	Emergency Phone

**THIS IS A LEGALLY BINDING AGREEMENT. Read it carefully before signing, and consult with an attorney if you are uncertain about its terms. Alterations are not permitted. This Agreement must be read and signed by all visitors, and a legal guardian if visitor is under 18, to an activity site of Gripstone Climbing CS, LLC, a Colorado limited liability company (“Gripstone”).**

In consideration of being allowed to visit an activity site of Gripstone, I, and my legal guardian if the visitor is a minor, acknowledge and agree as follows:

### 1. ACTIVITIES AND RISKS:

While Gripstone has taken reasonable steps to provide appropriate equipment and safety, these activities are not without risk. These risks are inherent in the Activities - that is, they cannot be eliminated without significantly altering the fundamental nature of the activity and its value and appeal. As a consequence of these risks, participants may be seriously hurt or disabled and even die, from the resulting injuries, and property may be damaged.

Some examples of these Activities of Gripstone and the possible risks they pose include climbing on artificial climbing walls and related activities, including, but not limited to, bouldering, challenge type activities, fitness and exercise classes, and otherwise moving about the premises (including the exterior of the building), the use of facilities and equipment provided by Gripstone and transportation to and from an Activity site. I understand that visitors must not assume they are being supervised or even observed by Gripstone staff, except by special arrangement. I or the minor visitor may be exposed to a number of dangers and hazards, some examples of which are: falling to the floor or pads from considerable heights; falling or swinging into the climbing wall and other structures and objects; being struck by falling climbers, hardware, tools, broken or dropped holds and other objects; entanglement in ropes. Possible injuries include fractures, concussions, overexertion, overheating, and injuries from lack of fitness or conditioning, including the risk of death of other serious injury.

Climbing and belaying, and fitness and exercise, equipment and structures may malfunction, be defective, or fail; and absorbing materials, including pads, below the wall may not prevent all injuries from falls. Participants in gym activities, staff and other persons may participate out of control or beyond their limits or otherwise act negligently. Medical care and evacuation may be limited or unavailable. I also understand that any equipment borrowed or rented from Gripstone or another provider is accepted “as is” without any warranty of its condition or suitability.

## 2. ASSUMPTION OF THE RISKS:

I hereby freely assume the above-described risks of the Activities, and all other risks of a visit to a Gripstone Activity site, inherent or not and whether or not described above, including the negligence of Gripstone, its employees, agents and officers, its contractors, and other visitors. If I am the Parent of a minor visitor, I have explained the risks and possible outcomes to the minor. I represent that I, and the minor, if applicable, understand them and choose voluntarily to participate. My, or the minor's, participation is voluntary. The minor's signature below reflects his or her understanding of the risks and willingness to visit the Activity sites and participate despite these risks.

## 3. RELEASE AND INDEMNITY:

**I, an adult visitor or parent of a minor visitor (if parent, for myself and, to the maximum extent allowed by Colorado law, on behalf of the minor for whom I sign below), hereby release and covenant not to sue GRIPSTONE CLIMBING CS, LLC., its owners, officers, directors and employees (each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and all other claims, demands or causes of action which accrue to me, or to the minor, which are in any way related to my or the minor's visit to an activity site of Gripstone, or the use of its premises, facilities or equipment, or transportation to and from the site. In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorneys' fees, costs and insurance deductibles) Released Parties and each of them with respect to any claim of loss suffered or caused by me or the minor child, by whomever it may be brought, which relates in any way to my or the child's visit to an activity site of Gripstone, or the use of its premises, facilities or equipment, or transportation to and from the site. These agreements of release and indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.**

## 4. OTHER PROVISIONS:

(a) Rules and directions: I agree to follow the rules applicable to the Activities provided to me and to follow directions given to me by the leaders of the Activities. As Parent, I have discussed the Rules and directions with the minor participant, who understands them and will comply with them, and I acknowledge it is my responsibility to ensure they do so.

(b) Medical care: Gripstone assumes no responsibility for providing medical care related to an Activity, and I agree to pay for any medical care and/or evacuation that I or the minor visitor may require.

(c) Media: I agree that photographs and video recordings which include me or the minor may be taken by Gripstone staff. I agree that GRIPSTONE may use my or the child's likeness in its publications and advertisements without payment or other consideration.

(d) Denial of access/removal: I, and the child, if applicable, understand and agree that GRIPSTONE reserves the right to deny or revoke access to anyone for any act deemed inappropriate, in its sole discretion.

**(f) Forgery or misrepresentation: A person who misrepresents his or her capacity or legal competency to sign, for themselves or others, will be considered a trespasser on the premises of the activity, and, if signing for a minor, is obligated to indemnify the Released Parties from any loss suffered by or caused by the minor on whose behalf they purport to sign.**

(g) Applicable law and venue: The exclusive venue of any legal action arising out of, concerning or involving this document, or a claim of any sort against a Released Party, will be El Paso County, Colorado. and I agree to the jurisdiction and venue of those courts for any such dispute. I agree also that the laws of the State of Colorado (not including the laws which might apply those of another jurisdiction) will be applied to an interpretation of this Agreement and any dispute which arises between me, or the child, and a Released Party.

(h) Attorneys' fees: In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

(i) Severability: I agree that this agreement shall be interpreted as broadly and inclusively as is permitted by Colorado law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law in order to carry out the purpose of the agreement.

(j) Duration: I agree that this agreement will apply to visits to an Activity site on this date and hereafter. If this agreement is amended or replaced with respect to visits hereafter, it shall nevertheless remain in full force and effect with respect to visits during its term.

(j) Conclusion: I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of myself and for the minor visitor on whose behalf I sign, if any, I understand and agree that Released Parties rely upon this representation and would not allow me or the minor child to visit without this representation. I have had sufficient opportunity to read and understand this document and to consult with legal counsel, including regarding my authority to sign. I intend for this agreement to be binding on me, the minor, and members of my, and the minor's, respective families, estates and personal representatives. No representations, statements, or other inducements to sign this release have been made apart from what is contained in this document. I understand this is a contract that affects my legal rights and those of a minor visitor for whom I sign, and I sign it of my own free will.

Signature of Visitor: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date of birth: \_\_\_\_\_

**If the visitor is a minor (under 18), it must also be signed by the child’s natural parent or parent by adoption, a court appointed guardian or legal representative, a physical custodian, or other person responsible for the child’s health and welfare, as defined by Colorado law, C.R.S. 13-22-107 (b), and identified below as “Parent”. “Parent” signs below for himself or herself and, to the extent allowed by Colorado law, on behalf of the minor. All children under the age of 14 must have constant and immediate adult supervision. An exception to this requirement is a child 12 years or older who has passed Gripstone’s Introduction to Gym Climbing for Kids Class. Minors presenting this form bearing the signature of a Parent, as defined above, may be required to prove the authenticity of the signature. A minor is required to sign this agreement to reflect his or her understanding of the activities and their risks.**

Parent Signature (if Visitor is a minor): \_\_\_\_\_

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

(Relationship): \_\_\_\_\_ Date: \_\_\_\_\_