

# Peak Fitness Climbing Release of Liability & Assumption of Risk

## BV ROCKS RULES

1. All climbers must have a current Peak Fitness waiver on file before climbing. Participants under 18 must have this form signed by their parent or legal guardian. No unaccompanied individuals 15 years of age or younger are allowed unless they are enrolled in a Peak Fitness program.
2. Only those currently climbing or belaying are allowed in climbing areas.
3. Store all gear away from climbing areas. No glass bottles, food or drinks are allowed on the gym flooring or bouldering areas. Closed toed shoes are required when climbing.
4. Participants must be at least 14 years of age to belay and lead climb. Participants age 15 and under must be accompanied by a parent or guardian at all times. The minimum age to climb is 6 years old.
5. Foul language, horseplay, tumbling on landing mats, swinging on ropes, running, and unruly conduct are not allowed at Peak Fitness.
6. All climbers must use proper equipment. Equipment brought into Peak Fitness shall be used at the sole and exclusive risk of the owner of such equipment.
7. All climbers and belayers must be trained or checked by Peak Fitness staff prior to climbing or belaying (auto-belay top-rope, lead, & bouldering). Breaking these rules is grounds for immediate removal.
8. No bouldering above drop ring height. Do not boulder underneath roped climbers. It is recommended to have a minimum of one spotter per climber when bouldering.
9. No climbing or belaying is allowed while under the influence of intoxicating substances, or substances which may cause physical or mental impairment.

We reserve the right to add to the above list as we see appropriate in an effort to provide a safe environment for our patrons. Refusal to abide by any Peak Fitness rules can be cause for the loss of climbing privileges without a refund.

I agree that I have read and fully understand the rules of the facility, and will abide by those rules, as well as others posted throughout the gym.

## RELEASE AND ASSUMPTION OF RISK

1. I acknowledge that climbing on an artificial climbing wall (referred to in this Agreement as "Climbing") can be dangerous. The inherent risks of Climbing are those that are normal or natural to that activity and cannot be eliminated without changing the primary nature of the activity. I acknowledge that there are inherent risks in the sport of indoor and/or outdoor rock climbing, including but not limited to those dangers associated with climbing, descending, rappelling, and belaying. Some of the hazards of climbing, including but not limited to, falling because of improperly placed gear, loose or falling equipment or gear; getting dirt or other materials in the eyes; falling because of improperly tied knots or rope technique, or improperly buckled harnesses; acts of other participants; being hit by falling persons, equipment or debris; or falling onto another person, ledge or other protrusion; physical exertion; cuts, bruises, muscle and tendon strain, twisted or sprained ankles, rope burns, physical or emotional injury, paralysis,

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concussions, and even death, or other damage to myself, to property, or to third parties. I understand that there are more hazards than are enumerated here, and that there are also unknown and unforeseeable hazards. I understand that no amount of care, caution, instruction or expertise can eliminate the inherent dangers associated with these and other activities. I understand that climbing gear could become damaged or defective.

2. I am capable of examining and assessing my own equipment that I use during a climb and that I am solely responsible for inspecting and assessing the quantity and quality of my own gear. If I am not capable of examining and assessing my own equipment, I will learn to do so, or ask staff of Peak Fitness for help. If damage occurs to equipment belonging to Peak Fitness while I am using it, I will bring it to the attention of the Peak Fitness staff.

3. I confirm that I am physically and mentally capable of participating in all Peak Fitness activities. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity or using the equipment, I am obligated to cease participation in the activities immediately.

4. I have read and agree to abide by the rules listed above on this waiver as well as other rules that may be posted throughout the facilities or climbing sites.

5. I acknowledge that any climbing instruction that I may receive from the Peak Fitness is general in nature and may not apply to all climbing conditions. I understand that any instruction that I do receive does not prepare me to climb beyond my ability or without supervision.

6. I understand that this agreement shall remain in full force and effect until it is cancelled or modified by written agreement, signed by the parties. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**MEDICAL AUTHORIZATION:** I agree, on behalf of myself, or on behalf of any minor children for whom I have signed this Agreement, to authorize any medical treatment deemed necessary by Peak Fitness or third party emergency medical personnel, in the event of medical emergency, including injury or illness, while participating in the use of Peak Fitness equipment or facility. I agree on behalf of myself, or if a minor, I agree as parent or guardian to pay all costs of any medical services rendered on my behalf, or on behalf of the minor on whose behalf I am signing this Agreement.

**ASSUMPTION OF RISK:** I EXPRESSLY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH MY PARTICIPATION IN OR USE OF ANY AND ALL FACILITIES OF PEAK FITNESS, INCLUDING RISKS OF INJURY, PARALYSIS OR DEATH. My participation in climbing and use of Peak Fitness Facilities is purely voluntary and I choose to climb in spite of the risks.

**RELEASE OF LIABILITY:** I AGREE TO RELEASE AND FOREVER DISCHARGE PEAK FITNESS, LLC; AND ANY OF ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SPONSORS, INDEPENDENT CONTRACTORS, EQUIPMENT MANUFACTURERS, AND SUPPLIERS (COLLECTIVELY THE "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL DAMAGES, ACTIONS, CLAIMS, AND LIABILITIES, WHETHER KNOWN OR

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UNKNOWN, ANTICIPATED, SUSPECTED OR UNSUSPECTED, RESULTING FROM ORDINARY NEGLIGENCE ASSOCIATED WITH MY PARTICIPATION IN ANY ACTIVITY INVOLVING PEAK FITNESS OR MY USE OF OR PRESENCE AT PEAK FITNESS.

VENUE, JURISDICTION & WAIVER OF JURY TRIAL The laws of the State of Colorado shall govern the rights and obligations of the parties to this Agreement and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against the Released Parties shall be brought solely in Chaffee County, Colorado. I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION INVOLVING ANY RELEASED PARTY.

## INDEMNITY AGREEMENT

I agree, for myself and on behalf of any minor children for whom I have signed this Agreement, to indemnify, defend and hold harmless the Released Parties from any loss, liability, damages, expense, or costs, including attorney's fees, incurred as a result of my participation in any activities or use of any facility.

I authorize Peak Fitness to use any photograph of me taken at an event sponsored by Peak Fitness to be used in promotional materials, brochures, and/or websites.

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.

### Signature of Participant

(18 years and older must sign)

\_\_\_\_\_

Participant Name

\_\_\_\_\_

Date

I, \_\_\_\_\_, represent that I am the parent or legal guardian of the above individual, \_\_\_\_\_, and hereby consent to their use of the Facility and/or participation in activities. In consideration of Peak Fitness allowing the above individual to participate and/or use the Facility and as more fully described above, I agree to be bound by the terms and conditions of this Release. I, on behalf of myself and the above-named participant, hereby agree to waive and release, indemnify, hold harmless and forever discharge the Released Parties, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that said minor ever had or may have, arising from or in any way related to such minor's participation in activities in connection with the Released Parties. I further agree, on behalf of myself, to

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indemnify, hold harmless and defend the Released Parties from and against any loss, damage, liability, expense, costs, and/or attorneys' fees, including any of those brought by or on behalf of, or otherwise related to or caused by the above-named participant.