



The Spot Boulderling Gym, LLC

3240 Prairie Ave. Boulder, CO 80301
(303) 379-8806 www.thespotgym.com

Last name

OR:

Paid:

LIABILITY RELEASE, WAIVER, INDEMNIFICATION, EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE

THIS IS A LEGALLY BINDING LIABILITY RELEASE, WAIVER, EXPRESS ASSUMPTION OF RISK, INDEMNIFICATION, AND COVENANT NOT TO SUE (the "Release") THAT AFFECTS YOUR LEGAL RIGHTS. By signing this Release you forever give up all your rights to recover compensation or obtain any other remedy for any injury or damage to yourself or your property or for your death arising out of your use of The Spot's facilities.

____ 1. I, (print name) _____ *Legal Guardian* for _____ *Minor*, hereby affirm that I have carefully read this Release in its entirety. By my signature below and by my initialing each paragraph, I agree to each and every term and condition of this Release.

____ 2. I am voluntarily using the climbing, bouldering, and training facilities at The Spot. "Facilities" are defined as everything on the Spot's premises that has been built, installed or established to allow individuals to boulder or climb or train in any way related to bouldering or climbing. I swear that I am physically fit and competent to use the Facilities, and that all of my questions regarding the Facilities have been answered to my satisfaction.

____ 3. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS (BOTH APPARENT AND UNANTICIPATED) INHERENT IN MY USE OF THE FACILITIES, INCLUDING THE RISK OF SERIOUS INJURIES TO MY PERSON AND/OR PROPERTY, PARALYSIS, AND/OR DEATH. I understand that the hazards and risks of using the Facilities include, but are not limited to the following: injuries arising from my falling and striking objects or individuals; my being struck by falling individuals or objects; failure of any part or all of the structure of the climbing walls or flooring systems; defective, worn, uneven, or separated flooring or additional pads; hazards created by additional pads; failure of any hardware used in the climbing walls or used to attach the climbing holds, anchors or ropes to the climbing walls; head injuries; injured, sprained or broken bones; tendonitis, bursitis or other connective tissue or overuse injuries; respiratory illness or injury; injury due to the negligence of myself, employees or agents of The Spot, and/or any other individuals. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in using the Facilities to which I may be exposed that may also result in serious injury or death to myself or others. I understand that my use of the Facilities and any instruction or knowledge I receive at The Spot is NOT SUFFICIENT to prepare me for the dangers and risks of indoor or outdoor climbing. I understand that The Spot strongly recommends that I have adequate medical and life insurance and I agree that I am solely responsible for all costs and expenses arising out of or related to any injury (including paralysis or death) I suffer at The Spot.

____ 4. IN ADDITION TO ANY FEES I HAVE PAID OR WILL PAY, AS LAWFUL CONSIDERATION FOR MY BEING ALLOWED TO USE THE FACILITIES:

____ a. I, on behalf of myself, my family, heirs, successors, assigns or anyone else claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS The Spot, The Boulderling Garden, LLC, and all their employees, guides, volunteers, officers, managers, members, consultants, assigns, and agents (collectively referred to as the "Released Parties") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, LIABILITY, AND LOSS (INCLUDING ATTORNEY FEES AND COSTS), that I, my family, heirs, successors, assigns or anyone claiming any interest through me, MAY HAVE FOR

ANY DAMAGE, INJURY, PARALYSIS, LOSS OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF OR RELATED TO MY USE OF THE FACILITIES, whether such damage, injury, paralysis, loss or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

____ b. I hereby PERSONALLY ASSUME ALL RISKS and accept full responsibility for any and all damage, injury, paralysis or death to myself or others arising from or related to my use of the Facilities. I ACCEPT ALL FACILITIES, INSTRUCTION, AND ADVICE AS IS. I understand and explicitly agree that NEITHER I, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS OR ANYONE CLAIMING ANY INTEREST THROUGH ME, WILL BRING ANY LEGAL ACTION WHATSOEVER AGAINST ANY OF THE RELEASED PARTIES as a result of any damage, injury, paralysis, loss or death to myself or my property that arises out of my use of the Facilities. I, AND MY ESTATE IF I DIE, HEREBY HOLD HARMLESS AND INDEMNIFY ALL OF THE RELEASED PARTIES FOR ANY AND ALL CLAIMS, INCLUDING ATTORNEY FEES AND COSTS, WHICH MAY BE BROUGHT AGAINST ANY OR ALL OF THE RELEASED PARTIES BY ANYONE CLAIMING TO HAVE BEEN INJURED AS A RESULT OF MY DEATH, ANY INJURY TO ME OR MY PROPERTY OR THROUGH MY ACTIONS, WHICH CLAIMS AROSE FROM OR ARE RELATED TO MY USE OF THE FACILITIES.

____ 5. By signing this document, IT IS MY INTENT TO RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY ALL OF THE RELEASED PARTIES FROM ANY AND ALL LIABILITY CONNECTED WITH MY USE OF THE FACILITIES (including, but not limited to, the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury or death. I understand that the terms of this Release are legally binding and not a mere recital and understand that I would not be permitted to use the Facilities without entering this Agreement. I have signed this document voluntarily and of my own free will. This Release contains the entire agreement between myself and The Spot regarding the subject matter of this Release, and no verbal representations or statements have been made to me that change, alter or modify any part of this Release.

____ 6. This Release shall be governed by and interpreted under the laws of Colorado, without regard to conflict of laws provisions. If any lawsuit or claim is brought that arises out of or relates to my use of the Facilities, I agree that jurisdiction and venue for such suit shall be in the state or federal courts located in Denver or Boulder, Colorado and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled. If any provision of this Release is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be amended to conform to the requirements of the law so as to be valid and enforceable, provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality or unenforceability and the rest of this Release shall remain in full force and effect.

____ 7. I understand that my use of the Facilities may be photographed and promoted by the Released Parties, and in consideration for permission to use the Facilities, I hereby give permission to Released Parties to use my likeness for any purpose whatsoever.

____ 8. **I HAVE READ AND UNDERSTAND this Release, and sign this Release on behalf of myself, my estate, and my heirs.**

Guardian Signature: _____ Date: _____

Minor Signature: _____ Date: _____

Print Name: _____ *Legal Guardian* for _____ *Minor Name* DOB: _____

Minor Street Address: _____

City, State, Zip: _____

Phone: _____ **How did you hear about us?** _____

e-mail: _____ **Opt-out spot e-news (2x per month)?** Yes

Staff Witness: _____

Signature of Parent or Guardian (if under 18 years)-Parent or Legal Guardian must initial all foregoing paragraphs as well:

As parent or legal guardian of _____ *Minor Name* _____, by my signature below and by co-initialing each of the foregoing paragraphs, I verify that I have read this Release in its entirety and, on behalf of myself and my spouse (if any), agree to each and every term and condition of this Release. I, on behalf of myself and my spouse, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS the Released Parties FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, LIABILITY, AND LOSS (INCLUDING ATTORNEY FEES AND COSTS), that I or my spouse, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS OR DEATH TO THE MINOR WHOSE NAME APPEARS ABOVE OR SUCH MINOR'S PROPERTY ARISING OUT OF OR RELATED TO THE MINOR'S USE OF THE FACILITIES, whether such damage, injury, paralysis, loss or death results from NEGLIGENCE of any of the Released Parties or from some other cause. I further agree that I have full and sole responsibility for the safety and well being of the minor identified in this Release while he or she is on The Spot's premises. I personally agree to indemnify and hold the Released Parties harmless for all damage or liability they suffer (including attorney's fees) arising out of (1) any lack of authority on my part to enter into this Release on behalf of the minor identified in this Release or (2) in the event any part of this Release is held unenforceable by a court and the Released Parties are assessed any costs, liability or damage as a result.

Parent's Name: _____

Parent's Signature: _____

Street Address: _____

City, State, Zip: _____

Home Phone: _____ Emergency Phone: _____

e-mail: _____ Opt-out spot e-news (2x per month)? Yes

Staff Witness: _____

~OR~

Legal Guardian's Name: _____

Legal Guardian's Signature: _____

Street Address: _____

City, State, Zip: _____

Home Phone: _____ Emergency Phone: _____

e-mail: _____ Opt-out spot e-news (2x per month)? Yes

Staff Witness: _____