



The Spot Boulderling Gym, LLC

3240 Prairie Ave. Boulder, CO. 80301

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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 participation in the use of The Spot's facilities.

____1. I, _____, 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 have voluntarily requested rock climbing instruction and guiding (the "Activity") from The Boulderling Garden LLC, d/b/a The Spot Boulderling Gym ("The Spot"). I understand that rock climbing is an extremely strenuous and physically demanding activity. I am not aware of any physical or mental condition that would (a) prevent me from safely participating in the Activity or (b) endanger my health or safety or the health and safety of others due to my participation in the Activity. I attest that I am physically fit and competent to participate in the Activity, and that all of my questions regarding the Activity have been answered to my satisfaction.

____3. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS (BOTH APPARENT AND UNANTICIPATED) INHERENT IN ROCK CLIMBING INSTRUCTION AND GUIDING, INCLUDING THE RISK OF SERIOUS INJURIES TO MY PERSON AND/OR PROPERTY, PARALYSIS, AND/OR DEATH. I understand that the hazards and risks of the Activity (rock climbing instruction and guiding), 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; traveling in mountainous terrain; accidents or illness in remote places without medical facilities; being hit or crushed by falling rocks, ice, snow, equipment, climbers, or other debris; failure of climbing hardware or protection; failure of climbing anchors or ropes; head injuries; injured, sprained or broken bones; tendonitis, bursitis or other connective tissue or overuse injuries; automobile and/or other accidents while traveling to or from the Activity; 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 the Activity to which I may be exposed that may also result in serious injury or death to myself or others. I understand that any guiding, instruction or knowledge I receive at The Spot is NOT SUFFICIENT to prepare me for the dangers and risks of rock climbing.

____4. IN ADDITION TO ANY FEES I HAVE PAID OR WILL PAY, AS LAWFUL CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE IN THE ACTIVITY:

____ 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 PARTICIPATION IN THE ACTIVITY, 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 participation in the Activity. I ACCEPT ALL ROCK CLIMBING GUIDING, 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 participation in the Activity. 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 PARTICIPATION IN THE ACTIVITY.

_____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 PARTICIPATION IN THE ACTIVITY (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 participate in the Activity 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.

Signature: _____ Date: _____

Print Name _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Spot email? yes / no

Phone: _____

Witness: _____



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

Minor Name _____

As parent or legal guardian of the minor whose name appears above, by my signature below and 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 PARTICIPATION IN THE ACTIVITY, 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 participating in the Activity. 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 signature: _____

Parent's _____ Name

: _____

Address: _____

City: _____ State: _____ Zip: _____

—
Phone Number: _____

—
Email: _____

Witness: _____

Legal Guardian's signature: _____

Legal Guardian's Name: _____

Address: _____

Phone Number: _____

Email: _____

Witness: _____