



## **GRAND VALLEY CLIMBING - RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND PARENTAL CONSENT AGREEMENT ("Release")**

I, the undersigned individual, desire to use the Grand Valley Climbing, Inc. d/b/a Grand Valley Climbing ("GVC") facility located at 611 25 Rd in Grand Junction, Colorado (the "Facility"), and owned by Grand Valley Realty LLC. As consideration for GVC permitting me to use the Facility and/or permitting me to participate in or observe Activities, I have agreed to execute this Release of Liability, Assumption of Risk, Indemnification, and Participation Agreement (the "Release").

**I HEREBY ACKNOWLEDGE AND AGREE to the following:**

### **1. Description of Potential Risks and Acknowledgements:**

I acknowledge that participation in "Activities" (herein including, but not limited to, climbing, yoga, pilates, instructional courses, physical training, competitions, team-building activities, and/or child care services), use of the Facility, and any services provided by the Facility or GVC Personnel subjects me to risks of personal injury (including but not limited to death or paralysis) from various causes, including but not limited to falling from climbing walls or gym apparatus; contact with walls, equipment, landing areas and other climbers, belayers, or objects; rope abrasion; rope entanglement; falling climbers; dropped items; cuts and abrasions resulting from skin contact with ropes, climbing hardware and climbing walls; loose or damaged holds; failure of ropes, slings, helmets, harnesses, shoes, climbing hardware, anchor points, belay devices, or any part of climbing wall or gym apparatus structures; the use of exercise equipment and free weights; participation in group exercise classes; negligence of others, such as failure to maintain control over climbing equipment or other climbers or to act within their ability; or other causes and accidents not specified herein, whether they may be foreseeable or not. I also acknowledge the risk that my personal property (including but not limited to vehicles, or their contents, or personal property placed in lockers) may be damaged, lost or stolen while I am at the Facility or participating in Activities.

I understand and acknowledge that:

A. The above list is not inclusive of all the possible risks to which I may be subject to while participating in Activities, and in using the Facility, and that the list in no way limits the extent or reach of this Release, or any provision of this Release.

B. Climbing at the Facility is not the same as climbing outdoors or on other artificial rock surfaces. I understand that any instruction which I may receive at GVC, or in connection with any Activity that I take part in, is not necessarily applicable to other real or artificial rock climbing, and that such instruction does not prepare me to climb without supervision.

C. While wearing a helmet while participating in Activities at the Facility is not required, I assume additional risks of possible injury and death by not wearing a helmet. I understand that I may request a helmet from the Facility and the Facility will provide one for my use. Facility users are encouraged to use helmets at all times when climbing or belaying other climbers. I understand that helmets may reduce or mitigate the severity of head

injuries, but are in no way a guarantee of safety. I further recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

D. If I rent equipment through the Facility, I accept the equipment rented "AS IS". I accept responsibility for the care of the equipment during the rental period and agree to be responsible for the replacement, at full value, of any equipment that I do not return, or that I return in damaged condition. I understand that climbing gear could become damaged or defective during its use, and that I am capable of examining and assessing all equipment that I use. If damage occurs to equipment belonging to GVC while I am using it, I will promptly bring it to the attention of appropriate Personnel so they can evaluate the equipment.

E. I certify that I am in proper physical and mental condition to participate in Activities and that I have no physical limitations that would preclude my safely using the Facility and participating in Activities with the risks assumed. I agree to read and abide by all rules posted in the Facility or otherwise communicated to me. I agree to comply with requests and instructions of all GVC Personnel. In the event of an accident, if I should be unconscious or otherwise unable to make medical decisions for myself, I hereby grant the Released Parties permission to administer necessary first aid, and/or to solicit emergency medical services as deemed necessary. This authorization includes permission for emergency medical transportation to the nearest medical facility for additional medical treatment.

F. I hereby grant to Grand Valley Climbing Inc., and Grand Valley Climbing Inc. reserves, the right to use for promotional purposes any photographs taken at the Facility or during any Activity. Such images may be used in GVC's brochures, posters, website or other promotional materials without liability or payment.

## 2. **Assumption of Risks:**

I expressly assume all known and unknown inherent risks associated with my participation in, or use of, any and all Facilities and activities associated with GVC, including, but not limited to the risks of injury, paralysis, or death, including any risks associated with my decision to not wear a helmet while using the facility. My participation in activities and use of the Facility is purely voluntary and I elect to do so in spite of the risks.

## 3. **RELEASE OF LIABILITY:**

I agree to release and forever discharge Grand Valley Climbing Inc., Grand Valley Realty, LLC, and any of their respective members, officers, directors, employees, agents, representatives, sponsors, independent contractors, equipment manufacturers, and suppliers (collectively known herein as the "Released Parties"), from any and all damages, actions, claims, and liabilities, whether known or unknown, resulting from ordinary negligence associated with my participation in activities associated with GVC, or my use of its Facilities, with the exception of any willful, wanton, reckless, or grossly negligent act or omission of the Released Parties. I voluntarily assume all of the risks associated with my decision to participate in activities associated with GVC and the use of its Facilities; this assumption is based upon my knowledge, understanding, and appreciation of the above-referenced risks.

Additionally, I hereby voluntarily waive any right I may have to a trial by jury in any action, proceeding or litigation involving any of the Released Parties. The laws of the State of Colorado shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability thereof. I agree that any lawsuit brought against any Released Party shall be brought solely in the 21st Judicial District of the State of Colorado, or in the United States District Court for the District of Colorado. If any provision of this Release is held in whole, or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

## **TO BE SIGNED BY THE PARTICIPANT:**

**I am at least 18 years of age and otherwise legally competent to sign this agreement. This Release and Waiver of Liability, Assumption of Risk, Indemnification, and Parental Consent Agreement shall be**

effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. (If under the age of 18, this Release must also be signed and filled out below by the parent or legal guardian of the Minor). My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I have had sufficient opportunity to read this entire document. I have had the opportunity to ask questions about this document. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in activities at or involving Grand Valley Climbing, I may be found by a court of law to have waived my right to maintain a lawsuit against Grand Valley Climbing or any of the other Released Parties, including Grand Valley Realty, on the basis of any claim from which I have released them herein.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND IMPLICATIONS.**

**Signature of Participant** [ \_\_\_\_\_ ]  
(18 years and older must sign)  
Participant Name \_\_\_\_\_  
Date \_\_\_\_\_

**TO BE SIGNED IF THE PARTICIPANT IS A MINOR:**

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 Grand Valley Climbing allowing the above individual to participate and/or use the Facility, I acknowledge I am familiar with and consent and 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 Grand Valley Climbing, Grand Valley Realty, and all other 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, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. I further agree to 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.

**Signature of Parent(s)** [ \_\_\_\_\_ ]  
(or Legal Court Appointed Guardian)  
Parent/Guardian Name \_\_\_\_\_  
Parent/Guardian Phone \_\_\_\_\_  
Date \_\_\_\_\_

