

climb in A LIMITED LIABILITY COMPANY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT

The following comprises a Waiver and Release of Liability. By signing it, you are agreeing to release any rights to bring suit against **climb in**, or anyone associated with **climb in**, including but not limited to its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, subsidiaries, related and/or affiliated entities, successors, and assigns (the "Released Parties") for any and all injuries or losses you suffer or will suffer as a result of using or being in or on any facility owned or operated by **climb in**, including the facility located at 915 24th Street, Anacortes, WA 98221. The venue for any action shall be Skagit County, Washington.

"YOU" and "I", as used herein, include the participant as well as his or her heirs, executors, dependents, beneficiaries, and assigns, including but not limited to spouses and domestic partners. By signing this agreement, you are signing on behalf of the above-listed persons and your signature will be considered binding upon them.

You will not be allowed to participate in the activities at **climb in** without having signed a waiver. By initialing and signing this agreement, you are indicating that you have read, understand, and agree to the content herein.

PARTICIPANT INFORMATION (**climb in** will not share or sell this information)

NAME OF PARTICIPANT _____ DATE _____

BIRTHDATE OF PARTICIPANT _____

PHONE NUMBER FOR PARTICIPANT _____

ADDRESS OF PARTICIPANT _____

EMAIL OF PARTICIPANT _____

EMERGENCY CONTACT OF PARTICIPANT _____

RELATIONSHIP OF EMERGENCY CONTACT TO PARTICIPANT _____

Complete the following if Participant is a minor:

PARENT OR LEGAL GUARDIAN _____

PHONE NUMBER _____

ADDRESS _____

EMAIL _____

By initialing the following (8) paragraphs, I agree that I have carefully read and understand the content of each paragraph and agree to the information contained therein. Both lines must be initialed if participant is a minor.

Paragraph 1

Indoor rock climbing and physical fitness training activities are dangerous. I assume all risks, whether known or unknown, of injury, illness including death, and/or damage or loss to my property. I understand that there is significant risk to myself of serious physical injury, including death, and other damage inherent in indoor rock climbing and associated activities. These risks can include, but are not limited to, injuries arising from falling such as those sustained from controlled or uncontrolled falls; falling outside the specialty flooring surface, striking or being struck by other participants or objects; being struck by falling objects; failure of equipment; failure of the structure or flooring; defective or worn equipment. Injuries can include repairable and irreparable damage to muscles, joints, connective tissue, bones, and internal organs; personal injury including paralysis, unconsciousness, illness, and death; property loss, or other losses. Injury or death can arise from errors in judgement, from lack of training or information, from the negligence of me or employees of **climb in** or other parties, as well as the risks normally associated with athletic endeavors. There is no way to eliminate the risk of serious injury, disability, or death. I understand that my use of **climb in** facilities and any instruction or knowledge I obtain at those facilities IS NOT sufficient to prepare me for all dangers and risks associated with indoor rock climbing.

INITIAL BY PARTICPANT IF AGE 12 OR OVER_____

INITIAL BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR_____

Paragraph 2

I recognize that **climb in** could not offer this activity without obtaining a release of liability from participants. In consideration of, and part payment for the right to use **climb in** facilities, I release **climb in** and all persons associated with **climb in**, including without limitation its owners, officers, directors, staff, instructors, members, agents, guests, and third parties as well as the released parties enumerated elsewhere in this document, from all liability, and knowingly, intentionally, and voluntarily waive all claims, demands or causes of action of any kind whatsoever, now and forevermore, including but not limited to claims of negligence, which may arise as a result of my participation in a **climb in** -sponsored activity or from use of **climb in** facilities or equipment.

INITIAL BY PARTICPANT IF AGE 12 OR OVER_____

INITIAL BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR_____

Paragraph 3

I will not sue **climb in** or anyone associated with **climb in**, including its owners, officers, directors, staff, instructors, members, agents, guests, and third parties as well as the released parties enumerated elsewhere in this document, for any injuries, illness, death, damages, or other relief that I may claim arose from my participation in a **climb in** -sponsored activity or from use of **climb in** facilities or equipment.

INITIAL BY PARTICPANT IF AGE 12 OR OVER_____

INITIAL BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR_____

Paragraph 4

I agree to defend, protect, indemnify, and hold harmless **climb in**, its owners, officers, directors, members, instructors, employees, agents and guests, as well as the released parties enumerated elsewhere in this document, from and against any and all claims, suits, actions at law or inequity, including but not limited to claims of negligence, for damages or other relief and against any liability of any nature, together with attorneys' fees and costs incurred, that may arise from my use of **climb in** property or facilities. I agree to pay **climb in**'s reasonable attorneys' fees and costs if I bring a suit for injuries suffered at a **climb in** facility or through **climb in**-related activities and that action is unsuccessful, in whole or in part.

INITIAL BY PARTICPANT IF AGE 12 OR OVER_____

INITIAL BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR_____

Paragraph 5

I agree to abide by all **climb in** posted rules as well as verbal directions that may be given by **climb in** staff or employees. I understand that failure to follow rules and instructions will result in my dismissal from the premises.

INITIAL BY PARTICPANT IF AGE 12 OR OVER_____

INITIAL BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR_____

Paragraph 6

I certify that I have no physical limitations or medical conditions that would impair my ability to fully and safely use **climb in** facilities or participate in **climb in** activities. I understand that it is my responsibility to obtain the recommendation of my professional health care provide as to whether or not I have physical limitations or medical limitations that may inhibit my use of **climb in** facilities or inhibit my ability to participate in **climb in** activities. I understand that **climb in** staff and employees are not professional health care providers and do not possess the knowledge to provide consultation regarding my medical condition.

INITIAL BY PARTICPANT IF AGE 12 OR OVER_____

INITIAL BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR_____

Paragraph 7

By entering **climb in** facilities or participating in **climb in** activities, I hereby grant **climb in** on behalf of myself, and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s), without compensation, and without my inspection or approval, and to use the photograph and /or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration.

INITIAL BY PARTICPANT IF AGE 12 OR OVER_____

INITIAL BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR_____

Paragraph 8

This agreement constitutes the complete and sole agreement between me and **climb in**, its owners, officers, directors, instructors, employees, agents, members and guest and all others associated with **climb in**. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding. Individual officers, directors, **climb in** members, instructors, staff, employees and agents have no authority or power to alter the terms of this agreement, either orally or in writing. This agreement covers my use of **climb in** facilities as well as **climb in** activities and all associated events.

INITIAL BY PARTICPANT IF AGE 12 OR OVER_____

INITIAL BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR_____

If for any reason a provision of this Agreement is found to be unenforceable, that portion of the Agreement may be amended to the extent necessary to conform to applicable law, or, it cannot be so amended without materially altering the intention of the Parties, it shall be severed herefrom. In either event, the remainder of the Agreement shall continue in full force and effect.

I, the undersigned, have fully read and understand all of the terms of this Agreement and Release. I understand that the terms bind me and my family, heirs, executors, administrators, dependents, beneficiaries and assigns. I recognize that if I have any questions regarding my waiver of rights, I should consult an attorney.

SIGNATURE OF PARTICIPANT_____

PRINTED NAME OF PARTICIPANT_____DATE_____

Additional Condition if Participant is a Minor:

I represent that I am the parent or legal guardian of the above-named Minor, and hereby consent to his or her use of **climb in's** facility and/or participation in **climb in's** activities. In consideration of **climb in** allowing the above-named Minor to participate and/or use the facility, I agree to be bound by the terms and conditions of this Release. On behalf of me and my spouse or domestic partner, I hereby knowingly, intentionally, and voluntarily waive and release, indemnify, hold harmless and forever discharge **climb in**, its owners, directors, instructors, employees, agents, members and guests and all others associated with **climb in** of any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damage and liabilities, of every kind and nature, in law or equity, that I, my spouse or domestic partner of said Minor ever had or may have, arising from use of **climb in** facilities or participation in **climb in** activities. I represent that I have sufficient insurance coverage to pay for any injuries suffered, and have the ability and willingness to care for the above-named Minor in the event he or she is injured or disabled as a result of his or her use of **climb in** facilities or participation in **climb in** activities.

SIGNATURE OF PARENT OR LEGAL GUARDIAN _____

PRINTED NAME OF PARENT OR LEGAL GUARDIAN_____DATE_____