

Name: \_\_\_\_\_

I.D. Number: \_\_\_\_\_

## **RELEASE and WAIVER - ROCK'n & JAM'n 1, Inc.**

**THIS IS A LEGALLY BINDING LIABILITY RELEASE, WAIVER, INDEMNIFICATION, ASSUMPTION OF RISK, 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 to 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 ROCK'n & JAM'n 1, Inc. ("RJ1") facilities. "Facilities" are defined as RJ1's premises and all activities conducted thereon, including, without limitation, all landing zones and everything on RJ1's premises that has been built, installed or established to allow individuals to climb, boulder or train in any way.

\_\_\_\_ 1. I, \_\_\_\_\_, by my signature below and by my initialing each paragraph, hereby affirm that I have carefully read this Release in its entirety, and I agree to each and every term and condition of this Release.

\_\_\_\_ 2. Although RJ1 may have agreements with other affiliated climbing gyms to honor each other's memberships, month passes, and guest passes, I understand that all such affiliated gyms are separate and independent legal entities.

\_\_\_\_ 3. I am voluntarily using the Facilities at RJ1. I swear that I am physically and mentally fit and competent to use the Facilities, and that all of my questions regarding the Facilities have been answered to my satisfaction.

\_\_\_\_ 4. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS (BOTH APPARENT AND UNANTICIPATED) INHERENT IN CLIMBING INDOORS AND MY USE OF THE FACILITIES, INCLUDING THE RISK OF SERIOUS INJURIES TO MY PERSON AND/OR PROPERTY, PARALYSIS, AND/OR DEATH. I acknowledge that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. I understand that the hazards and risks of using the Facilities include, but are not limited to, the following: falling and striking the ground, objects or individuals; being struck by falling individuals or objects; failure of any part or all of the structure of the climbing walls; failure of any hardware used in the climbing walls or used to attach the climbing holds, anchors or ropes to the climbing walls; loose or defective holds; rope defects or failure; auto-belay defects or failure; head injuries; injured or broken bones; sprains, tendonitis, bursitis or other connective tissue or overuse injuries; respiratory illness or injury; psychological or emotional trauma or injury; human error; and injury due to the negligence of myself, employees or agents of RJ1, 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 RJ1 is NOT SUFFICIENT to prepare me for all of the dangers and risks of indoor or outdoor climbing.

\_\_\_\_ 5. 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 RJ1, and all RJ1's owners, employees, guides, volunteers, officers, directors, managers, consultants, assigns, landlords, agents, members, customers, visitors, and all parent, subsidiary and/or affiliated entities (if any) (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.

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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 (ARISING FROM OR RELATED TO MY USE OF THE FACILITIES) AND LOSS, INCLUDING ATTORNEY FEES AND COSTS, WHICH MAY BE BROUGHT AGAINST ANY OR ALL OF THE RELEASED PARTIES BY ANY PERSON OR ENTITY CLAIMING TO HAVE BEEN INJURED AS A RESULT OF (i) MY DEATH, (ii) ANY INJURY TO ME OR MY PROPERTY OR (iii) THROUGH MY ACTIONS.

6. 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 having entered into this Release. I have signed this Release voluntarily and of my own free will, and certify that: (a) I am not under the influence of alcohol or drugs and (b) I am competent to understand and sign this Release. This Release contains the entire agreement between myself and RJ1 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.

7. 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, 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. THIS RELEASE SUPERSEDES ANY PRIOR RELEASE THAT I HAVE SIGNED.

8. I understand that my use of the Facilities may be photographed, videotaped or recorded and promoted by the Released Parties, and as additional consideration for permission to use the Facilities, I hereby give permission to Released Parties to use such photos, videos, and/or audio recordings for any purpose whatsoever.

9. I HAVE READ AND UNDERSTAND this Release, and sign this Release on behalf of myself, my estate, my heirs, successors, and assigns.

<u>Participant's Information</u>	
Signature: _____	__ Under 18    __ 18 or over
Print Name: _____	Date: _____
Street Address: _____	Home Phone: _____
City, State, Zip: _____	Work Phone: _____
Driver's Lic. #: _____	Date of Birth: _____

<b>THIS SECTION FOR STAFF USE</b>					
<u>TR Passed</u>	<u>initials</u>	<u>Lead Belay Passed</u>	<u>initials</u>	<u>Lead Climb Passed</u>	<u>initials</u>
/ / /	_____	/ / /	_____	/ / /	_____

Name: \_\_\_\_\_

I.D. Number: \_\_\_\_\_

## RELEASE and WAIVER - ROCK'n & JAM'n 1, Inc.

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

10. As parent or legal guardian of the minor whose name appears in this Release ("my child"), 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 my child and myself, agree to each and every term and condition of this Release. I, on behalf of my child and myself, 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 my child or I MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS OR DEATH TO MY CHILD OR MY CHILD'S PROPERTY ARISING OUT OF OR RELATED TO MY CHILD'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 my child while he or she is on RJ1'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 Information

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
\_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Driver's Lic. #: \_\_\_\_\_  
\_\_\_\_\_

### Legal Guardian's Information

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
\_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Driver's Lic. #: \_\_\_\_\_  
\_\_\_\_\_

# Waiver Form Instructions

If the climber is age 18 or over : the climber needs to print his or her name in the blank in section 1, initial each of the nine sections, and sign at the bottom of page 2. Please fill in all the information requested at the bottom of page 2 ("Participant's Information"). We can check your driver's license when you come in to climb.

If the climber is age 12 or under : the climber's parent (or legal guardian) must print his or her name in the blank in section 1, initial each of the nine sections plus section 10, and then sign the appropriate box on page 3. Fill in the box at the bottom of page 2 ("Participant's Information") with the child's information (no signature required in this box). Please also send back a copy of the parent's driver's license, unless the signing parent will be here in person.

If the climber is age 13-17 : both the climber and the climber's parent (or legal guardian) must print their names in the blank in section 1 and both must initial each of sections 1-9. Please fill in all the information in the box at the bottom of page 2 ("Participant's Information") with the child's information, and have the child sign in that box. The parent (or legal guardian) must sign the appropriate box on page 3. Please also send back a copy of the parent's driver's license, unless the signing parent will be here in person.