

# Denver Bouldering Club

## Guest Liability Waiver



**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the Climbing Wall, now or any time in the future.**

### **SECTION ONE: Release and Covenant Not To Sue.**

In consideration of my use of the Climbing Wall, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Denver Bouldering Club, LLC, its officers, agents, and employees from any cause of action, claim, or demand of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against Denver Bouldering Club, LLC on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the Climbing Wall whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the NEGLIGENCE of Denver Bouldering Club, LLC., its officers, agents, and employees. In consideration of my use of the Climbing Wall, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS Denver Bouldering Club, LLC, its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way related to my use of the Climbing Wall. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall and that by this agreement, I am relieving Denver Bouldering Club, LLC of any and all liability for such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of the Climbing Wall. I further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after have carefully read it, of my own free will.

### **SECTION TWO: Acknowledgement of Risk.**

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the Climbing Wall has inherent risks and by signing below assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of releases or otherwise, which may occur while the undersigned is in or on the premises of releases and/or while competing in, officiating, observing or for any purpose participating in any event or activity sponsored or hosted by releases. I further acknowledge that all possible risks associated with the use of the Climbing Wall and that the above list in no way limits the extent or reach of this release and covenant not to sue. By signing below, I represent, despite the fact that a complete accounting of the risks of injury have been provided, that I'm still interested and have a continued willingness and desire to pursue, and or allow the participant to pursue to activities at hand. I acknowledging that all of all questions have been answered to complete satisfaction concerning risks involved and want to participate.

### **SECTION THREE: Acknowledgement of Personal Experience.**

I HEREBY ACKNOWLEDGE AND AGREE that I'm experienced with regards to the sport of rock climbing. I have full knowledge of the nature and extent of all the risks associated with rock climbing. I also have full knowledge of the proper skills needed to minimize the risk associated with rock climbing including risk assessment and proper spotting. I fully understand that the Denver Bouldering Club is intended for advanced rock climbing and that improper use could result in serious injury or death. I acknowledge I will utilize my prior experience with Rock Climbing to:

- Evaluate the risks before attempting any climb and not attempt anything outside of my comfort level.
- Ask for a fellow member to spot before attempting anything that could result in an awkward landing.
- Provide a spot for a fellow member attempting anything that could result in an awkward landing.
- Climb with a partner in case of any sort of Emergency.

By signing below, I represent that I am an experienced Climber capable of avoiding risks. I will use the Climbing Wall at my own risk with full knowledge of the hazards involved.

**SECTION FOUR: Scope of Release and Indemnity.**

The undersigned acknowledges and agrees that the activities of the above-described sports are very dangerous and involve the risk of serious injury or death and/or property damage. The undersigned further agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad as inclusive as is permitted by the laws of the State of Colorado, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. The undersigned further acknowledges that membership in Denver Bouldering Club, LLC does not include or guarantee any insurance coverage of any kind.

**SECTION FIVE: Code of Conduct.**

I HEREBY ACKNOWLEDGE AND AGREE that I've read the below Code of Conduct and will obey all rules associated with the use of the Denver Bouldering Club.

**Denver Bouldering Club Code of Conduct**

1. Only Denver Bouldering Club members, their paid guests, and others authorized by the Denver Bouldering Club may access the gym. Anyone not authorized by the Denver Bouldering Club may not enter the property.
2. Guests of the Denver Bouldering Club must be accompanied by a member at all times. Every guest must fill out the required liability waiver and pay the required fee every time they visit the Denver Bouldering Club. All members will be held responsible for the behavior of their guests.
3. The access card must not be shared with non-club members. Each member is personally responsible for anyone they let into the climbing gym.
4. Denver Bouldering Club guests will not take anything from the club or move holds.
5. Denver Bouldering Club guests will not engage in any behavior that would endanger the health, safety, or well being of any member/guest of the club.
6. Denver Bouldering Club guests must treat each other in a positive and respectful manner.
7. The music level should be kept to a minimum and is not to be audible externally.
8. Please do not congregate outside the gym.
9. The gym needs to be kept tidy - users should make every effort to avoid creating a mess (chalk spills, trash, food or beverage spills, etc) and clean up any they do make.
10. Denver Bouldering Club guests must respect and obey all local laws and respect the neighboring businesses.
11. The Denver Bouldering Club reserves the right to withdraw the membership or guest privileges of any individual permanently or for a specified period of time for breach of contract in following the Code of Conduct, or for any conduct that is viewed as unsafe or inappropriate. The Denver Bouldering Club also reserves the right to deny or relinquish rock climbing privileges, and / or entrance to the facility for any reason it, or its owners, volunteers, students, and contracted services see fit.

**BY SIGNING BELOW THE UNDERSIGNED ACKNOWLEDGES (1) THE UNDERSIGNED IS OF LAWFUL AGE AND LEGALLY COMPETENT TO ENTER INTO THIS RELEASE (2) THAT THE UNDERSIGNED IS NOT PRESENTLY UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANY OTHER SUBSTANCE WHICH WOULD IMPAIR HIS OR HER ABILITY TO ENTER INTO THIS RELEASE OR TO PARTICIPATE IN ANY ACTIVITIES, (3) THIS RELEASE WAS GIVEN KNOWINGLY AND AS THE UNDERSIGNED'S OWN FREE ACT.**

**BY SIGNING BELOW, I AM AKNOWLEDGING THAT I HAVE READ CAREFULLY, UNDERSTAND, AND AGREE TO THE ABOVE STATEMENTS.**

**PLEASE PRINT CLEARLY**

Today's Date: \_\_\_\_\_

Climbing Wall User's Name: \_\_\_\_\_

Climbing Wall User's Signature: \_\_\_\_\_

Climbing Wall User's DOB: \_\_\_\_\_

E-mail Address (optional): \_\_\_\_\_

Parent/Guardian Name(if under 18) \_\_\_\_\_

Parent/Guardian Signature(if under 18) \_\_\_\_\_