

INDOOR CLIMBING WAIVER

PLEASE PRINT CLEARLY! PLEASE PRINT CLEARLY! PLEASE PRINT CLEARLY!

↓ RESPONSIBLE PARTY INFORMATION ↓

FIRST NAME		LAST NAME	
PHONE			
HOME ADDRESS			
CITY		STATE	ZIP
EMAIL			

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Colorado Wilderness Sports, Inc., dba Estes Park Mountain Shop, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred as "C.W.S."), I hereby agree to release and discharge C.W.S., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall entails known and un-anticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: falling off the wall; loose and/or damaged artificial holds; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and or belayer failure; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or overtraining; head injuries; or my own negligence. Furthermore, C.W.S. employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C.W.S. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of C.W.S.'s equipment or facilities, including any such Claims which allege negligent acts or omissions of C.W.S.

4. Should C.W.S. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. 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 which 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.

6. In the event that I file a lawsuit against C.W.S., I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against C.W.S. on the basis of any claim from which I have released them herein.

- I have had sufficient opportunity to read this entire document.
- I have read and understood it, and I agree to be bound by its terms.

THIS SECTION FOR STORE USE ONLY! TECH:

SKU	ITEM	PRICE	QTY
880	DAY PASS	\$12	
117940	BOULDERING PASS	\$10	
877	3 CLIMBS FOR \$15	\$15	
878	BELAY LESSON	\$15	
26526	INTRO PACKAGE	\$30	
35731	ROCK SHOES	\$5	
879	HARNESS	\$5	
112283	BELAY DEVICE	\$2	
921	GEAR PACKAGE (HARNESS/SHOES/ATC)	\$8	
117939	CHALK BAG W/CHALK	\$2	
881	1 MONTH MEMBERSHIP	\$35	
920	2 MONTH MEMBERSHIP	\$60	
11659	3 MONTH MEMBERSHIP	\$85	
18596	6 MONTH MEMBERSHIP	\$135	
923	1 YEAR MEMBERSHIP	\$220	
922	5 PUNCH MEMBERSHIP	\$40	
924	10 PUNCH MEMBERSHIP	\$75	
117934	FAMILY 1 MONTH MEMBERSHIP	\$85	
117935	FAMILY 2 MONTH MEMBERSHIP	\$150	
117936	FAMILY 3 MONTH MEMBERSHIP	\$200	
117937	FAMILY 6 MONTH MEMBERSHIP	\$300	
117938	FAMILY 1 YEAR MEMBERSHIP	\$485	

ADULT CLIMBER:

Signature: _____ Print Name: _____ Date _____ DOB _____

Emergency Contact: _____ Phone: _____

CHILD CLIMBER(S):

PARENT'S/GUARDIAN'S ADDITIONAL INDEMNIFICATION: (Must be completed for the participants under the age of 18)

In consideration of:

Print minor's full name _____ DOB: _____

Print minor's full name _____ DOB: _____

Print minor's full name _____ DOB: _____

Print minor's full name _____ DOB: _____

("Minor") being permitted by C.W.S. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless C.W.S. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

PAID?

EMPLOYEE INITIALS
ROCK GYM PRO?

EMPLOYEE INITIALS