

GRAND RIVER ACADEMY CLIMBING RELEASE
AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, INDEMNIFICATION, AND PARENTAL
CONSENT AGREEMENT

I, the undersigned individual, desire to use the Grand River Academy Climbing Wall. As consideration for Grand River Academy 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.

I HEREBY ACKNOWLEDGE AND AGREE to the following:

I acknowledge that participation in "Activities" (herein including, but not limited to, climbing, 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 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 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 Climbing Wall and participating in Activities with the risks assumed. I agree to read and abide by all rules posted or otherwise communicated to me. I agree to comply with requests and instructions of all Climbing Wall 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.

RELEASE OF LIABILITY

I agree to release and forever discharge Mesa County Valley School District 51/Grand River Academy and another 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 the Climbing Wall, 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 the Climbing Wall; 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 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 IF 18

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 the Climbing Wall, I may be found by court of law to have waived my right to maintain a lawsuit against Mesa County Valley School District 51/Grand River Academy or any of the other Released Parties, on the basis of any claim from which I have released them herein.

Other Rules

- Don't climb above higher than you can reach if you don't have a spotter.
- No climbing above or under any other climbers.
- Do not grab the top of the wall.
- Use only the climbing holds to make upward progress on the wall.
- No running, rough-housing, horseplay, or acrobatics.
- No yelling or highly distracting noises.
- No climbing while under the influence of drugs or alcohol.
- No food or drinks on the climbing wall or pads.
- No barefoot climbing.
- Never stand, sit, or lie down underneath the wall where someone could fall on you. Be careful when walking under the wall. Be vigilant and watch for climbers.
- Beware of hazards, any sort of object on the ground can result in injury if fallen on. Move them before you climb.
- If you notice any problems or concern with any equipment, immediately notify a teacher.
- If you do not follow the rules, you will be asked to leave and not be allowed future use of the wall.
- Holds can become loose. Be aware of this and let a teacher know if you find a loose hold.

If you are 18 or older:

I HAVE CAREFULLY READ THIS AGREEMENT/RULES AND FULLY UNDERSTAND ITS CONTENTS AND IMPLICATIONS

Participant Name: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Signature of Participant: _____

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 River Academy allowing the above individual to participate and/or use the climbing wall, 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 Mesa County Valley School District 51/Grand River Academy 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.

Participant Name: _____

Parent/Guardian Name: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Parent/Guardian Signature: _____

Date: _____ / _____ / _____