

For minors, waiver must be completely filled out by a parent or legal guardian!



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the services of BETA BOULDERING GYM, LLC, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Beta"), I hereby agree to release and discharge Beta, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing is a highly dangerous activity, and that the activities involved in the use of any of Beta services or facilities, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, and negligence of participants. **Adult Initials:** _____
2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Beta. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. **Adult Initials:** _____
3. I am familiar with the safety features of the climbing facilities and equipment that I will use (whether or not such equipment is provided by Beta), and acknowledge that these safety features and precautions may not be all that is necessary to minimize the risk of injury or provide maximum protection from bodily harm or death. **Adult Initials:** _____
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Beta 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 Beta's equipment or facilities, including any such claims which allege negligent acts or omissions of Beta. **Adult Initials:** _____
5. I agree not to sue or initiate any legal action (whether in court or in arbitration) against Beta or any present or future officers, directors, shareholders, agents, employees and representatives of Beta, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury, damage or death to the maximum extent permitted by law. **Adult Initials:** _____
6. Should Beta or anyone acting on its 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. **Adult Initials:** _____
7. 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. **Adult Initials:** _____
8. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Arizona, without regard to its conflict of law rules. **Adult Initials:** _____
9. I agree to abide by the rules of the facility. **Adult Initials:** _____

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 Beta on the basis of any claim from which I have released them herein. This document remains active until it is cancelled or modified by written agreement.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT THIS DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant's Name: _____ **Participants Signature:** _____ **Date:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Birth Date: _____ **Phone:** _____ **Email Address:** _____

Emergency Contact: _____ **Phone Number:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18) In consideration of _____ (print minor's full name) ("Minor") being permitted by Beta to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Beta 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 Name: _____ **Signature:** _____ **Date:** _____