



PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. IF YOU HAVE QUESTIONS, PLEASE ASK US OR CONSULT AN ATTORNEY. YOU ARE GIVING UP SPECIFIC LEGAL RIGHTS BY SIGNING THIS CONTRACT.

Fountain Valley School of Colorado, its owners, officers, volunteers, participants, employees, agents, other climbers, patrons, guests and all other persons or entities acting in any capacity on their behalf (hereinafter "FVS") have done everything possible to ensure that you have an enjoyable and safe experience at all FVS facilities. FVS wishes to inform all those who use our facilities that rope climbing, rock climbing, bouldering, exercise, fitness and yoga (hereinafter "Climbing") are not risk free. In fact, part of what makes Climbing enjoyable is the physical and mental challenges that go along with the sport. However, the INHERENT RISKS associated with Climbing can cause loss or damage to equipment, personal injury, illness, or in extreme cases, permanent trauma or death. It is FVS' intent to have facilities with participants who are fully aware and informed of the possible risks associated with Climbing.

SECTION 1: EXPRESS ASSUMPTION OF THE RISK

I acknowledge and understand that Climbing is a highly dangerous activity. I understand the activities involved in my use of any of FVS' services and/or facilities, at this location and all FVS locations, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, and negligence of participants or employees.

Before Climbing, I will inspect my harness and equipment. I will ensure my harness is on correctly, and that I am properly tied into the rope or belay system. I will not climb without first familiarizing myself with the climbing facilities and equipment that I will use (whether such equipment is provided by FVS), and acknowledge that these safety features and precautions may not be all that is necessary to minimize the risks of injury or provide maximum protection from bodily harm or death. If using my own equipment, I will inspect and replace my equipment per the manufacturer's guidelines for wear, damage or age.

I acknowledge and understand that Climbing and using the indoor climbing walls (both roped and un-roped) at any FVS facility can be hazardous and that falling is an inherent risk of Climbing. I understand that whenever a fall occurs, it may be only a few feet or many feet or all the way to the floor. As I fall, I may hit the wall or objects in my path. When I fall during a roped climb and the rope catches my fall, the jolt from the rope may cause injury. Falling to the ground from any height may cause serious injury. When bouldering (un-roped climbing), I understand that every fall is a fall to the ground that could result in injury or death.

In addition to falling, I understand I may also be injured by objects or people falling from the wall or objects dropped from the wall by other climbers. I understand that the equipment provided by FVS or my own equipment may fail. FVS equipment is inspected prior to use; however, the extreme conditions in which climbing equipment is used may cause equipment to unexpectedly fail. I understand that improper uses of equipment or belay and rope safety systems will result in injury.

Cuts, bruises and abrasions are inherent risks of Climbing. I understand I may experience rope burns, rope abrasion, entanglement or other injuries resulting from activities on or near the climbing wall such as, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques.

I understand and acknowledge that the above list is not exclusive, or an exhaustive list of all possible risks associated with Climbing or the use of FVS' facilities or equipment. I accept and assume all possible risks of Climbing at FVS.

SECTION 2: CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I, _____, WAIVE ANY LEGAL RIGHT TO ANY CLAIM AND AGREE TO INDEMNIFY RELEASE, AND HOLD HARMLESS FVS, THEIR AGENTS AND EMPLOYEES FROM ALL CLAIMS, DAMAGES, LOSSES, INJURIES AND EXPENSES ARISING OUT OF OR RESULTING FROM MY FAMILY'S OR MY PARTICIPATION IN CLIMBING AND THE ACTIVITIES REFERENCED IN THE PREAMBLE AND SECTION 1 OF THIS AGREEMENT FOR ALL PAST, PRESENT OR FUTURE CLAIMS, DEMANDS AND CAUSE OF ACTION. I AGREE THAT FVS HAS A SUBROGATION/RIGHT TO INDEMNIFICATION FOR MY ACTIONS BASED ON ANY PERMIT, GRANT, CONTRACT OR AGREEMENT WITH THIRD PARTIES.

I FURTHER AGREE TO RELEASE, ACQUIT, AND COVENANT NOT TO SUE FVS, THEIR AGENTS, AND EMPLOYEES FOR ALL ACTIONS, CAUSES OF ACTION, PAST PRESENT OR FUTURE CLAIMS OR DAMAGES, DAMAGES IN LAW OR REMEDIES IN EQUITY OF WHATEVER KIND, INCLUDING THE ACTUAL OR ALLEGED NEGLIGENCE OF FVS, NEGLIGENCE OF ANOTHER PARTICIPANT, OR MY FAMILY, MYSELF, OR MY HEIRS, AGAINST FVS ARISING OUT OF PARTICIPATION IN THIS PROGRAM. THIS AGREEMENT COVERS THE INCIDENTAL TRANSPORTATION TO AND FROM THE RECREATION LOCATION. THIS RELEASE SHALL NOT BE SUPERSEDED BY ANY OTHER AGREEMENT, NOR SHALL THIS RELEASE SUPERSEDE ANY AGREEMENT, WHETHER THERE IS ANY PERCEIVED INCONSISTENCY OR NOT.

I, _____, AGREE TO INDEMNIFY, AGREE TO SUBROGATION AND TO REIMBURSE FVS FOR ANY DAMAGES, COSTS, FEES OR EXPENSES FVS EXPENDS ON ME OR MY FAMILY'S BEHALF, OR FOR ANY DAMAGES I MAY DO TO THIRD PARTIES. I UNDERSTAND THIS MEANS I AM THE INSURER FOR THE FVS FOR ANY ACTIONS OR DAMAGES, ME OR MY FAMILY MAY INCUR.

I agree that the venue for any lawsuit and the law governing any such lawsuit shall be in Colorado Springs, El Paso County, Colorado and governed by Colorado Law no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party's case or trial in Colorado Springs, El Paso County, Colorado applying Colorado Law. I understand and agree that I may be giving up the right to a deprivation of meaningful day in

court and that there are no extraordinary circumstances that would change that legal issue. The terms of this agreement shall continue and be, in effect, after my climbing has ended. No changes to this document are valid.

As liquidated damages, I hereby agree that if FVS is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors, and agree to pay FVS's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. I understand and agree that I am indemnifying FVS for any claim I may bring for any injury I receive, and if I do, I will be subject to paying FVS damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release. Except as specifically stated otherwise herein, this agreement sets forth the entire understanding of the parties and all prior understand or communications, electronic, online, written or oral, are superseded by this agreement.

I hereby give permission for transportation to any medical facility or hospital. I authorize any qualified person or medical personnel to render necessary emergency medical care for myself and my family. I understand that my use of the FVS may be photographed and in consideration for permission to use the Facilities, I hereby give permission to FVS to use my likeness for any purpose whatsoever.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer or else I agree to bear the costs of such injury, damage or cost 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.

In short, I understand that by signing this agreement, I cannot sue FVS for any reason. If I do sue, I understand I cannot collect any money, if I sue and lose, I will owe FVS money.

SECTION 3: 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 FVS' facilities.

Sport Climbing Center's Code of Conduct

1. I will not use FVS facilities without first reading and signing this waiver and providing the original to FVS.
2. I understand that I may be asked to provide identification by FVS in order to use the facilities.
3. I will not take anything from the Gym or move holds.
4. I will not belay without first participating and certification through a belay training session by a FVS Wall Supervisor.

5. I will not climb without a belay in any top rope climbing areas or lead climbing areas.
6. When climbing in any top rope climbing or lead climbing areas, I will be roped and belayed through a belay plate or similar device.
7. I will always wear a harness when rope climbing or belaying and will tie the rope directly into my harness with a figure 8 retrace knot.
8. I will always inspect my equipment and the equipment of my belay partner prior to climbing and notify FVS staff of any unsafe equipment.
9. I agree to not go climbing while under the influence of drugs or alcohol that may impair my ability safely use FVS' facilities.
10. I will not instruct other climbers or guests in technical climbing skills including but not limited to belaying, knot tying, equipment use or lead climbing.
11. I will treat everyone at the gym in a positive and respectful manner.
12. I will demonstrate my understanding and ability to safely lead climb or belay for a lead climber to a Wall Supervisor before using the lead route wall.
13. I will only use WHITE gymnastic chalk.
14. FVS reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of contract, violation of the Code of Conduct, failure to follow FVS' safety policies or for any conduct that FVS views as unsafe or inappropriate.

CERTIFICATION

I have had sufficient opportunity to read and understand this agreement. I am voluntarily signing this agreement. I understand that I am giving up certain legal rights by signing this agreement.

I understand that pursuant to Colorado Revised Statutes § 13-22-107, that this release is effective in preventing me from pursuing claims or litigation for injuries I or my child may receive. I am fully aware and have actual knowledge of the risks associated with Climbing and the activities identified in the Preamble and Section I and agree to release all claims on my or my child's behalf pursuant to Colorado Revised Statutes § 13-22-107.

I acknowledge that I have received a copy of this document if I wanted one. I understand that I am signing this document electronically or may be signing this document electronically in the future. I understand and agree under State and Federal law; there is no difference between signing this electronically or in writing.

I confirm, under penalty of perjury, that I am over the age of 18 or the parent or Court-Appointed legal guardian for all children under the age of 18 years old that I am signing this release for.

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.

Participant:

Participant's Name -- PRINT

Participant's Signature (if over 18) – SIGN

Date

Parent/ Guardian

Parent/ Guardian Name (if under 18) – PRINT

Parent/ Guardian Signature (if under 18) – SIGN

Date