

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Please read this document carefully. It must be signed by all adult (eighteen years and older) visitors to activity site of Gold Crush by Sierra Nevada Climbing Co-op (the "Gym"), owned and operated by Sierra Nevada Bouldering Gym, LLC, a California limited liability company (the "Company"). "Visitor" as used in this agreement refers to persons who visit an activity area of the climbing gym or a remote camping or climbing site of the Gym, as a participant in climbing or other activities, an observer, or otherwise. If the Visitor is a minor ("Minor Visitor"), at least one parent or legally appointed guardian (parent and guardian referred to in this document as "Parent") must sign, as evidence of their agreement to these terms and conditions, for themselves and, to the maximum extent allowed by the laws of the State of California, on behalf of the Minor Visitor who is his or her child or ward (collectively, "Minor Visitor Child").

In consideration of the services of the Gym, I, an adult Visitor, or Parent of a Minor Visitor Child (for myself and on behalf of that Minor Visitor Child), acknowledge and agree as follows:

- \_\_\_ (initial) I/minor will uphold standards set forth in facility orientation
- \_\_\_ (initial) I/minor agree to all rules and warnings.
- \_\_\_ (initial) I understand that minors are not allowed unless given consent by parent or legal guardian.
- \_\_\_ (initial) I understand the risks inherent in bouldering and rope climbing.
- \_\_\_ (initial) I understand that I/minor must be cautious of my surroundings, including other climbers and extra pads.
- \_\_\_ (initial) I understand that the padded floor does not protect me/minor from injury, nor do the pads.
- \_\_\_ (initial) I/minor of sound mind and body for the demands of rock climbing
- \_\_\_ (initial) I understand that I am responsible for ensuring rules are followed while in the gym.

### **Activities**

Activities offered by the Gym, in the climbing gym itself, include bouldering to a maximum height of 14 feet, top-rope climbing, lead-climbing, slacklining, and use of fitness equipment including free weights, stationary bicycles, and rowing machines. "Outside Activities" of the Gym beyond climbing, such as hiking and camping are only organized by the Gym and are NOT supervised unless by special arrangements with Gym Staff. Visitors may move about the premises of the climbing gym and adjacent walkways and parking areas and Outside Activity sites.. This waiver is not qualified at any neighboring facilities. **Important:** The climbing gym will be open every day, and for 24 hours each day, but will be available only to Members after regular "Public Hours". Times other than Public Hours are referred to herein as "Member Hours". Visitors to the gym during those Member Hours will be without supervision or even observation by Gym staff, and Visitors during those times are solely responsible for themselves and their property. Such Visitors are only permitted to climb if they attend with another adult Visitor. No emergency medical services will be available on site during either Public Hours or Member Hours.

Bouldering activities will not be belayed, spotted or otherwise managed by the Gym, although a climber may choose to be spotted by another Visitor at their own risk. Understand that staff has no responsibility to assist, supervise or even observe Visitors. Holds used on artificial climbing surfaces are a convenience, not a safety feature, and they can and do break and drop. Visitors share the responsibility for managing the risks of the activities, supervised or not, and must follow the Climbing Orientation and the Gym Rules, set forth by the Gym documents upon orientation, posted in the Gym or on its website, or otherwise described by staff at any given time at the Gym. Participants in Gym activities must pay attention to the condition of ropes, anchors, holds and other equipment used by them and advise staff of any damage caused or observed. I, an adult Visitor, or Parent, represent that I have read or will read prior to participating in any Gym activities the Climbing Orientation and Gym Rules of the Gym and agree that I, or the Minor Visitor Child, will abide by these and any requests or instructions of staff. If I am a Parent of a Minor Visitor, I have explained these responsibilities and rules to the Minor Visitor Child who assures me that she, or he, understands them. I, an adult Visitor, or the Minor Visitor Child, have no mental or physical condition that might create risks to ourselves or others. I understand that the Gym reserves the right to deny or terminate a Visitor's Participation in its activities, at its sole discretion.

### **Risks**

Visitors will be exposed to risks including, among others: motor vehicle collisions while travelling to and from Outside Activities; overexertion; all manner of injury from falls, abrupt contact with other persons, projections, rock faces, and artificial and natural structures and equipment; falling climbers, and dropped tools and hardware; rope abrasion; entanglement of ropes, the failure of ropes, slings, harnesses, climbing hardware, fall protection materials and devices and other equipment; and carelessness and misjudgments, including negligence of other Visitors, staff, the Company and/or its owners, affiliates, volunteers, contractors, equipment providers, and lessors, including by failing to follow proper procedures, instructions and operating policies. If visiting a remote camping or climbing wall site, Visitors will be exposed to the natural elements including, but not limited to, inclement weather and potentially dangerous plants, animals and terrain, falling rocks and timber, burns, abrasions and cuts. **EQUIPMENT RENTED FROM THE GYM IS ACCEPTED BY THE VISITOR "AS IS", WITHOUT ANY WARRANTY OF FITNESS OR CONDITION.** Visitors are solely responsible for equipment owned by them and any damages caused to them or to others.

### **Assumption of Risks**

The description of risks above is not intended to be complete and other risks may be encountered. **The risks described and others, including the possibility of negligence of other Visitors, staff, the Company and/or its owners, affiliates, volunteers, contractors, equipment providers, and lessors are inherent in the activities that is, they cannot be eliminated without destroying the essential nature and the social and instructional value of the activity.** I understand that no amount of care, caution, instruction or expertise can eliminate the inherent dangers associated with these and other activities. Risks encountered by Visitors, in the climbing gym and travelling to and moving about Outside Activity sites, may result in all manner of trauma including breaks, sprains, burns, abrasions, serious injury and emotional trauma and even death. I acknowledge that Gym staff has been available to answer questions I may have. I have conducted a thorough visual inspection of the climbing gym and Outside Activity and equipment which I, or the Minor Visitor Child, will be using, have had the opportunity to review the Climbing Orientation and Gym Rules, and I, and the Minor Visitor Child, are aware of the risks and hazards associated with the activities, activity areas and equipment.

I an adult Visitor, or Parent, for myself and on behalf of a Minor Visitor Child, expressly assume ALL risks inherent and otherwise, and whether or not described above of enrollment or participation in an activity of the Gym. PROVIDED HOWEVER: If the injury or other loss occurs on U.S. Government lands (including certain National Parks and Forests) whose rules or regulations are determined as a matter of law to prohibit the assumption of ALL risks, this assumption extends to inherent risks only. I and the Minor Visitor Child have discussed the activities and risks, the Orientation and Rules, and the Minor Visitor Child understands them and chooses to participate nevertheless.

### **Release and Indemnity**

**If I am an adult Visitor or Parent (for myself and, to the extent allowed by the law, on behalf of the Minor Visitor Child) I agree to not sue other Visitors, staff, the Company and/or its owners, affiliates, volunteers, contractors, equipment providers, and lessors ("Released Parties") with respect to any and all claims of injury; disability, death, products liability (including strict liability), breach of warranty or other loss or damage to person or property suffered by me or by the Minor Visitor Child, arising in whole or part from my visit (or the visit of the Minor Visitor Child) to the Gym or travel to or from or visiting another activity site of the Gym.**

**In addition, if I am an adult Visitor or Parent I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property, brought by me or by or on behalf of the Minor Visitor Child, a co-participant in the activities, a rescuer, a member of my family, or the Minor Visitor Child, or anyone else, arising out of or in any way related to a loss suffered by me or the Minor Visitor Child, or caused by me or the Minor Visitor Child.**

**These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence (but not the gross negligence or intentionally wrongful conduct) of a Released Party. PROVIDED HOWEVER: this Visitor Agreement is of no force or effect if the injury or other loss occurs on U.S. government lands (including certain National Parks and Forests) whose rules or regulations are determined as a matter of law to prohibit such a release.**

I am aware of and specifically waive the provisions of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I am aware of and specifically waive the provisions of California Civil Code Section 1714, which provides in pertinent part as follows: "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person."

### **Climbing Gym Rules**

Gym staff reserves the right in its sole discretion to refuse entry to, or to remove any Visitor and a Visitor's Guests from, the gym or other activity site for any reason whatsoever.

24-hr access members must comply with the buddy policy when climbing outside of staffed/public access hours.

The Gym is not responsible for the safekeeping, loss, theft or damage to the property of a Visitor or the Guest of a Visitor.

Visitor must review and comply with the Climbing Orientation and Gym Rules and, if a Member the Membership Agreement, and any rules provided or posted at the gym or its website and shall be responsible for such and of Visitor's Guests compliance with and observation of the same.

Should Visitor or his/her Guest(s) damage or break any of the Gym's equipment or property, Visitor shall be liable for the cost of repair or replacement of such equipment or the property.

In the event on an emergency, the Gym is authorized to notify the person(s) listed under Visitor's emergency contact information.

All Visitors to the Gym (including Guests) must sign this Agreement.

Visitor agrees to have his or her Guest(s) read and sign this Agreement before such Guest(s) are allowed to enter or participate in any activities at the Gym.

If a Visitor's Guest(s) during Member Hours fails to sign this Agreement, the Gym may revoke the Member's membership benefits, and the Member agrees to indemnify and hold harmless the Gym (and other Released Parties identified above) against any claim arising from any injuries, claims, suits, attorney's fees, and damages related to an injury or other loss suffered by or caused by such Guest(s).

#### **Additional Provisions**

**Medical:** The Gym has no medical personal or treatment available to visitors. I hereby authorize and grant permission to the Gym to secure emergency medical treatment for me or, if the Minor Visitor Child is the Visitor, for the Minor Visitor Child. I have insurance sufficient to cover medical costs that may be incurred, and in any event I agree to be responsible for such costs.

**Health:** I hereby represent that I, or the Minor Visitor Child, am in good health and have no mental or physical disability, impairment, injury, disease, or ailment preventing me from engaging in Gym activities. I understand that if my, or that of the Minor Visitor Child, mental or physical condition changes after the execution of this Visitor Agreement such that I am not capable of engaging in Gym activities, I, or the Minor Visitor Child, am obligated to cease engaging in such activities.

**Media Release:** I consent to the reproduction and use by the Gym of photographs, videos, and other images and sound recordings of me, or the Minor Visitor Child, without compensation, for advertising and other purposes. I release Gym and other Released Parties from any claim of violation of any personal and/or proprietary right I or the Minor Visitor Child may have in connection with such representation or use.

**Dispute Resolution:** I, for myself and for the Minor Visitor Child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the Minor Visitor Child and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association thin in effect. I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of California. Any mediation or arbitration shall take place only in the State of California, and in Nevada County, California.

I agree that I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the Minor Visitor Child, if the claim is non-suited or dismissed or to the extent a court determines that the Released Party is not responsible for the claimed injury or loss.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, the Minor Visitor Child who is a participant, and my family, heirs, executors, administrators and representatives, or the family, heirs, executors, administrators and representatives of the Minor Visitor Child.

I agree that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect.

The terms and conditions herein (as amended from time to time) constitutes the entire agreement between the Visitor and the Company (other than the Membership Agreement if Visitor is a Member) regarding the Visitor's use of the Gym and participation in Outside Activities and supersedes all previous agreements, understandings and arrangements, written or oral, between the Visitor and the Company in relation to such matters.

I understand that each time I, or the Minor Visitor Child, visits the Gym or Outside Activity site from the date of this Agreement forward I, or the Minor Visitor Child, shall be bound by the terms and conditions herein; provided, however, a modification or replacement may be required in the future, pertaining to visits thereafter.

Any delay or failure by the Company to exercise its rights and/or remedies under this Agreement does not constitute a waiver of any such right or remedy.

### **FOR ADULT - REQUIRED:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ E-mail: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT, AND I/MINOR AGREE/S TO BE BOUND BY ITS TERMS.

I agree with the above terms:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### FOR MINOR - REQUIRED:

#### FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF SIGNING)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasee, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasee from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE (RELEASEE), to the fullest extent permitted by law.

Parent/Guardian Name:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Phone: \_\_\_\_\_

Minor:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address (if different from Parent) \_\_\_\_\_

Zip Code: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT, AND I/MINOR AGREE/S TO BE BOUND BY ITS TERMS.

I agree on behalf of listed Minor with the above terms:

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_