



**WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

*This document limits your right to make claims, please read it carefully.*

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right or the right of your minor child to bring a court action to recover compensation or to obtain any other remedy for any injury to you or the minor child, to your or your minor child's property, or for your or the minor child's death however caused arising out of use of the Highlands Ranch Community Association, Inc. ("HRCA") recreational facility, its climbing wall and its other training facilities ("Facilities" and "HRCA Program"), now or at any time in the future.

THE UNDERSIGNED (or minor child) (hereinafter "Participant") ACKNOWLEDGES AND AGREES that the sport of indoor climbing and participation in the HRCA Program have inherent risks. If Participant believes conditions are unsafe for Participant or Participant's family or child, Participant will immediately discontinue participation. Participant has full knowledge of the nature and extent of all risks associated with climbing, mountaineering, and the HRCA Program, including, but not limited to, the following inherent risks:

- All manner of injury resulting from falling off the climbing wall and hitting the wall faces and projections (whether permanently or temporarily in place) or the floor;
- Injuries resulting from falling climbers or dropped items including, but not limited to, ropes or climbing hardware;
- Cuts and abrasions resulting from skin contact with the climbing wall or other apparatus;
- Failure of toe and hand holds, or any part of the climbing wall structure, or ropes, slings, harnesses, cables, climbing hardware, anchor points, or any part of any apparatus.
- Rope abrasion, entanglement, and other injuries resulting from activities on or near the climbing wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques.

These risks may be caused by Participant's own actions, or inactions, the actions of others in the Facilities, the conditions of the Facilities, or the negligence of HRCA. There may be other risks, which may not be known by HRCA, or predicted and controlled by HRCA, and which could result not only in injury but in social, economic, or other kinds of losses either not known to HRCA or not foreseeable at this time and Participant acknowledges these are included within the risks.

I ACKNOWLEDGE that Participant could sustain various injuries, including physical injury, death or other consequences arising or resulting from participating in these activities. Physical injuries may include, but are not limited to, serious neck and spinal cord damage, partial or complete paralysis, brain damage, serious injury to all internal organs, bones, joints, ligaments, muscles, tendons, and other aspects of the body, general health and well-being. Furthermore, injuries sustained while participating in this activity could result in serious impairment of Participant's future abilities to earn a living, to engage in other business, social or recreational activities, and generally to enjoy life.

PARTICIPANT FURTHER ACKNOWLEDGES that the above list of risk factors is for illustrative purposes only, is not inclusive of all possible risks associated with the use of these facilities or the sport itself and that the above list in no way limits the extent or reach of this release and covenant not to sue.

I FURTHER ACKNOWLEDGE that Participant is in good health and is physically capable of participating in physical activities which maybe strenuous and hazardous.

I UNDERSTAND that Participant's use of the Facilities is purely and solely voluntary.

I AGREE AND WARRANT that Participant will examine the conditions of the Facilities in which Participant uses, and that, if Participant observes any condition which Participant considers to be unacceptably hazardous or dangerous, Participant will notify the proper authority in charge of the Facilities and will refuse to use the Facilities until the condition has been corrected to my satisfaction.

RESPONSIBILITY FOR EMERGENCY CARE. In consideration of the possibility of an accident, Participant hereby consents to emergency transportation and treatment necessary in the event of injury or illness. Participant hereby accepts responsibility for the payment of any emergency transportation and treatment expenses and any subsequent medical bills. Participant acknowledges the **HRCA has not purchased any health or accident insurance to cover such expenses.**

I ACKNOWLEDGE the HRCA Program might from time to time take photographs of the participants and attendees of HRCA Program and activities, and that such photograph might be used in brochures and Program advertising (the "Photographs"). Participant further acknowledges that as a result of the use of the Facilities and Participant's presence at the Facilities, Participant's and Participant's family's images might from time-to-time be included in the Photographs. Participant authorizes the HRCA Program and its agents to take, use, display, publish, reproduce and distribute any and all Photographs that include Participant's image and to create derivative works based upon all such Photographs.

Date / / 2020  
Input

Waiver Update

Guest

Instructor Initials

Participant (Print Last, First, M.I.)

Climbing Wall Orientation -

**ASSUMPTION OF RISK, INDEMNITY, AND RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE.**

To the fullest extent permitted by law, in consideration of permission given or to be given to participate in the sport of indoor climbing and the use of the Facilities, including its climbing wall and related apparatus, Participant and, as applicable, Participant’s Parent(s)/Legal Guardians covenant and agree not to sue HRCA, its sponsors, vendors, advertisers, owners, lessors, members, directors, officers, employees, volunteers, or agents (“HRCA Group”) and further agree to fully release, indemnify and hold harmless HRCA Group from any and all causes of action, demands, claims, losses, liabilities, expense, or damages, of any nature whatsoever, including, but not limited to, a claim for negligence, which participant, his/her heirs, representatives, executors, administrators, or assigns may now have, or have in the future against HRCA (including attorneys’ fees incurred by HRCA, its members, directors, officers, employees, volunteers or agents, in connection with defense of any claim made by or on behalf of, or arising out of any injury to Participant) on account or personal injury, property damage, death, or accident of any kind, arising out of or in any way related to Participant’s use of HRCA’s facility and/or the risks, whether the use is supervised, unsupervised, **however the injury is caused including, but not limited to the negligence of HRCA Group.**

THE CONSIDERATION FOR THIS WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT is the permission to be given the Participant to participate in the use of the Facilities, and it is acknowledged and agreed that such participation by Participant would be strictly forbidden without this properly signed document. Participant acknowledges that due to the hazardous nature of the sport of indoor climbing, there is a risk of injury or harm to Participant, Participant FULLY AND VOLUNTARILY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES Participant incurs as a result of use of the Facilities.. The Participant and HRCA intend that this Waiver, Release, Covenant Not to Sue and Indemnity Agreement be interpreted and construed as broad and inclusive as is permitted by the laws of the State of Colorado.

PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES that the training and knowledge that Participant has gained through this activity applies to the HRCA climbing wall(s) only. Any attempt to apply such training or knowledge to other climbing walls or to natural mountain climbing is the sole risk of the Participant.

**EACH OF THE UNDERSIGNED REPRESENTS AND PROMISES that he/she (1) has full authority to execute this document on behalf of him/herself and Participant; (2) has fully read this document; (3) would not have signed this document unless he/she fully understood its intent to bar any future claims against the released parties (HRCA Group) and to protect the released parties from any future loss of liability arising out of or resulting from participation in the sport of indoor climbing by the Participant; (4) has had the opportunity to have his/her attorney review this document and explain it if desired; (5) has caused this document to be signed by all parents or legal guardians of the child, if required by court order or law; (6) has given up substantial rights by signing it and have signed it freely and voluntarily and without any inducement or assurance of any nature and intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force; and (7) is an adult, aged 18 or over.**

Signed this day of \_\_\_\_/\_\_\_\_/\_\_\_\_ (Date) Participant’s Name \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Parent/Guardian of Participant, if under 18; Participant, if 18 or over)

**If Participant is under the age of 18, this section must be completed and signed.**

I am the Parent/ Legal Guardian of the Participant who is under eighteen years of age and has voluntarily applied to use the Facilities. I am fully competent to sign this waiver and do so voluntarily. The Participant and Parent/Legal Guardian do hereby freely, voluntarily, and without duress execute this Waiver and Release under the terms and conditions outlined above.

I give permission for Participant to use the above-reference Facilities. I acknowledge that the use of the Facilities could possibly expose the Participant to hazards or risks that could result in personal injury and illness, permanent disability, paralysis, and even death. I understand that I may have a duty to indemnify, protect, and defend HRCA and that I may not sue HRCA Group. I grant HRCA full authority to take whatever actions they may consider to be warranted under any circumstances regarding the protection of Participant’s health and safety. I understand and agree that if Participant does not comply with all rules, code of conduct and instructions relating to the use of the Facilities, HRCA has the right to terminate his/her participation in the activity without refund.

I have carefully read this agreement and understand it to be a release of all claims and causes of action for Participant’s injury or death or damage to Participant’s property that occurs while using the Facilities.

Participant Name \_\_\_\_\_ (if under 18)

Birth Date \_\_\_\_\_

Parent or Legal Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Phone \_\_\_\_\_

**SAFETY POLICY CONTRACT FOR BOULDERING/CLIMBING WALLS**

**This section must be completed by Participant, and, if Participant is under the age of 18, Participant’s Parent/Legal Guardian.**

I, the undersigned user of the Climbing Wall, accept full responsibility for my own safety and will respect the safety of other participants while on and around the climbing wall. I agree to abide by the following Safety Policies:

- I must have a signed “Waiver, Release, Covenant not to Sue and Indemnity Agreement” on file at HRCA.
- I will inform the climbing wall staff of any situation seen as unsafe or not in accordance with Safety Policies. I will report all accidents or equipment damage immediately to the climbing wall staff.
- I will recognize the importance of following the instructor’s directions regarding technique, training, safety, equipment use, and other rules, etc., and I agree to obey such directions.
- I understand that I may be assigned to a group during instruction and I agree to stay with this group.
- I understand that if my behavior is distracting to others or unsafe in any manner I may not be allowed to continue participating in climbing activities.
- I respect that individuals may share different views than mine or have different skill levels than mine. I agree that I will not use “put-downs” or disrespect others, or myself.
- I accept the responsibility of spotting and the high expectations of safety related climbing.

The climbing wall staff and the HRCA reserves the right to deny access to its facilities to any individual permanently, or for a specified period of time for failure to follow these Safety Policies, or for any conduct that is viewed as unsafe or inappropriate.

The undersigned agrees and understands that the duration of this agreement is perpetual, and the undersigned intends that this agreement will not be invalidated by the mere passage of time; or, the undersigned agrees and understands that this agreement remains valid unless and until the undersigned executes a subsequent agreement presented by HRCA.

In consideration of the use of the Climbing Wall, I acknowledge that I have read and I agree to abide by the Safety Policies.

Signature of Participant: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Parent/Guardian acknowledges reading this Safety Policy and agrees to their child’s adherence to all of its elements.

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_ (If Participant is under 18)

**NOTE: If the Participant is under the age of 18, all AQUA highlighted sections and all YELLOW highlighted sections must be filled out by the Participants Parent/Legal Guardian. If the Participant is over the age of 18, all YELLOW highlighted sections must be filled out.**