



WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

Date _____ / _____ / _____

2024

Input

Waiver Update

Guest

Climbing Wall Orientation - Instructor Initials

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

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

THE UNDERSIGNED ACKNOWLEDGES AND AGREES that the sport of indoor climbing and participation in the HRCA program has inherent risks. The individual “Participant” who will make use of HRCA’s facilities 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;
- Illness or contagious disease transmitted from other participants or staff members.

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.

I FURTHER ACKNOWLEDGE 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.

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.

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

In consideration of permission given or to be given to participate in the sport of indoor climbing and the use of HRCA’s facilities, including its climbing wall and related apparatus, each of the undersigned hereby covenant and agree not to sue HRCA, its members, directors, officers, employees, volunteers, or agents and further agrees to fully release, indemnify, defend, and hold harmless HRCA its members, directors, officers, employees, insurers, volunteers or agents (“released parties”) from any and all causes of action, demands, claims, losses, 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, insurers, 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 of 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, whether the use is supervised, unsupervised, however the injury is caused including, but not limited to the negligence of HRCA, its members, directors, officers, employees, volunteers , or agents.

THE CONSIDERATION FOR THIS WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT is the permission given to the Participant to participate in the use or HRCA's climbing wall, and it is acknowledged and agreed that such participation by Participant would be strictly forbidden absent execution of this agreement. Participant acknowledges that due to the hazardous nature of the sport of indoor climbing, there is a risk of injury or harm to Participant, and that Participant assumes all risk of harm or injury resulting from participation in such activity by Participant. 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 at the sole risk of the Participant.

IF PARTICIPANT IS UNDER THE AGE OF 18, Participant's parent or legal guardian represents and promises, by his/her signatures below, that he/she has read and agrees to the entirety of this document on his/her own behalf and on behalf of Participant.

EACH OF THE UNDERSIGNED REPRESENTS AND PROMISES that he/she (1) has full authority to execute this document; (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 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 undersigned, or, if applicable, the minor child; (4) has had the opportunity to have his/her attorney review this document and explain it to him/her if so desired; and (5) that this document has been signed by a parent or guardian with the legal power to waive the claims of a minor child if applicable.

Signed this day of ____ / ____ / ____ (Date) Participant's Name _____ Date of Birth: _____

Address: _____ State: _____ Zip Code: _____ Home Phone #: _____

SIGNATURE: _____ (Participant, if 18 or over; otherwise Parent or LEGAL GUARDIAN)

SAFETY POLICY CONTRACT FOR BOULDERING/CLIMBING WALLS

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.

Signed this day of ____ / ____ / ____ (Date) Participant's Name _____

SIGNATURE: _____ (Participant, if 18 or over; otherwise Parent or LEGAL GUARDIAN)