

**Youth Waiver:
Release, Acknowledgement of Risk, Waiver of
Liability, and Indemnification Agreement. This
waiver agreement will affect your legal rights and
will limit or eliminate your ability to bring a future
lawsuit.**

Youth Name _____
Address _____
Birthdate _____
Phone # _____

WARNING: This agreement is legally binding. If any aspect of this agreement requires clarification, have a Boulderdash Indoor Rock Climbing Studio Inc. (hereinafter referred to as "Boulderdash") employee fully explain, before signing. In signing this document, you are waiving the right to bring a court action to recover compensation or obtain any other remedy for any personal injuries, damage to property, accident of any kind, arising out of use by the below named youth of the Boulderdash facilities, climbing walls, equipment, participation in classes, or activities sponsored by Boulderdash, whether that use is supervised or unsupervised.

All youth (those clients seventeen years or younger) must be directly supervised by a Boulderdash certified adult (any client eighteen years or more that has successfully completed Boulderdash's general waiver certification), or be a participant in a Boulderdash program. This form is being completed by the below named youths parent or legal guardian. I hereby, agree to release, indemnify and hold harmless the Water Court Partnership and Parkstone Companies (landlord of Boulderdash), any persons who have designed, manufactured, or installed the facilities, climbing walls, or equipment at Boulderdash. I agree to release, indemnify and hold harmless all persons at Boulderdash; officers, agents, employees, volunteer assistants, other climbers, visitors, or persons who may be present, from any cause of action, claims, or demands whatsoever. This agreement is binding even if the released persons have contributed to injuries through their individual or collective negligence. This agreement is binding on myself, the below named youth, heirs, next of kin, assigns, and personal representatives. Rock climbing, as a sport, has inherent risks. Boulderdash offers the sport of rock climbing in a controlled environment, but there is still an assumed risk of injury using Boulderdash. I hereby acknowledge and agree the sport of rock climbing and the use of the Boulderdash facilities, equipment, climbing walls, taking of classes, and/or participating in activities sponsored by Boulderdash has inherent risks. Those risks include, but are not limited to: All manner of injury resulting from:

- Negligent misuse of the facilities, climbing walls, or equipment of Boulderdash. Including, but not limited to, injuries incurred while using the climbing walls, the landing zones, the work-out equipment, the stairs, the locker, restroom facilities, and the retail area. The ropes, holds, harnesses, climbing hardware, or any part of the climbing wall structure.
- Falling off and/or impacting against climbing walls, and projections (permanently or temporarily in place), and floor.
- Rope abrasion, entanglement and other activities on or near the climbing walls.
- Including, but not limited to, climbing, belaying, rappelling, lowering on rope, and any other rope techniques.
- Cuts and abrasions resulting from skin contact with climbing wall.
- Slips, trips, falls, or other, in using the facilities, walls, or equipment of Boulderdash. Including, but not limited to, injuries incurred while using the climbing walls, the landing zones, the work-out equipment, the stairs, the locker, restroom facilities, the retail area, the ropes, holds, harnesses, climbing hardware, or any part of the climbing wall structure.
- Personal health problems, physical conditions, or other personal areas of concern. Including, but not limited to, non-sufficient health, physical condition, heart, back, muscular, or obesity conditions.
- Negligence of other climbers, visitors, or persons who may be present at Boulderdash.
- Negligence of the owners, employees, or volunteer assistants of Boulderdash.
- Negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after injuries have occurred.

I have been warned and am aware of these and numerous other inherent risks in using the Boulderdash facilities, climbing walls, and equipment. I fully understand that the below named youth must be directly supervised by a Boulderdash waiver certified adult and accept responsibility for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. In consideration of the below named youth using Boulderdash, I, the undersigned, agree to release all from liability, discharge, and promise not to sue.

My signature below indicates I have read the preceding information. Faxed signature constitutes acceptance of all terms.

Dated _____ Print Youth Name _____
Parent Signature _____ Print Parent Name _____

You are not done.

Go to page 2.