

Waiver Instruction Page

The two-page release following this cover sheet must be properly filled out and signed before any individual is allowed to climb at ROCK'n & JAM'n.

- PLEASE PRINT LEGIBLY.
- IF THE PARTICIPANT IS UNDER THE AGE OF 18, HIS OR HER PARENT (OR COURT-APPOINTED LEGAL GUARDIAN) MUST SIGN THE FORM.
- ONLY ONE CLIMBER CAN BE ENTERED ON EACH RELEASE.

If the climber is age 18 or over:

1. Completely fill out *PARTICIPANT'S (CLIMBER'S) INFORMATION* on page 1. Note that for climbers from age 18 through ages 25, a photo ID with birthdate is required.
2. Initial box for *Adult Participant* on the bottom of page 1.
3. Sign and print your name and date in *Adult Participant* section on page 2.

If the climber is age 17 or under:

1. Completely fill out *PARTICIPANT'S (CLIMBER'S) INFORMATION* on page 1.
2. Parent/Legal Guardian & Climber (if age 14-17) must initial the bottom of page 1 in designated boxes.
3. If climber is age 14-17, sign and print climber's name and date in *For Age 14-17* section on page 2.
4. Parent/Legal Guardian must completely fill out box on bottom of page 2. Note that a photo ID of the Parent/Legal Guardian is required—you must provide an ID or, if you are not signing the waiver in the presence of a ROCK'n & JAM'n employee, a photocopy of your ID.

If you have questions, please call us at (303) 254-4344 for RJ1 or (303)766-5462 for RJ2.

Fax the completed release to (303) 254-6288 for RJ1 or (303)627-9850 for RJ2.

We appreciate your cooperation.



RELEASE and WAIVER for ROCK'n & JAM'n 2, Inc. (CENTENNIAL)

PARTICIPANT'S (CLIMBER'S) INFORMATION		Date _____
Name _____		Primary Phone _____
Street Address _____		Alternate Phone _____
City, State, Zip _____		Date of Birth _____
<i>If age 18 to 25, photo I.D. with birth date required for staff verification.</i>		
		Staff initials _____

All information provided is for internal use only. ROCK'n & JAM'n 2, Inc. does not sell or give away customer information.

THIS DOCUMENT (the "Release") IS LEGALLY BINDING. By agreeing to this Release, you waive certain legal rights.

ADVENTURE SPORTS HAVE INHERENT HAZARDS AND RISKS. Your use of the ROCK'n & JAM'n 2, Inc. ("RJ2") Facilities puts you at risk for injury, INCLUDING PARALYSIS, DEATH, head injuries, spinal injuries, broken bones, sprains, tendonitis, bursitis or other connective tissue or overuse injuries, respiratory illness or injury, psychological or emotional trauma (collectively "Injuries"); as well as LOSS, DAMAGE, OR DESTRUCTION OF YOUR EQUIPMENT ("Loss"). "Facilities" are defined as RJ2's premises and all activities conducted thereon, including: the climbing and bouldering walls; campus and system boards; free weights, benches and training stations; aerobic equipment; "King Swing" or other swing; zip line; Bachar ladder; climbing rope; rappel station and ropes; slack line; climbing and self-rescue classes; rappel and rope ascension classes; fitness, strength and stretching training; and all other equipment and activities on or above the landing zones or in the workout areas existing now or in the future. The Facilities have both APPARENT AND UNFORSEEABLE RISKS. Such risks cannot be eliminated without destroying the unique and exciting character of the Facilities.

PARTIAL LIST OF HAZARDS:

- **EQUIPMENT MAY FAIL.** Equipment defects or failure may occur. Items that are subject to failures and defects: ropes; webbing; harnesses; carabiners; belay devices; anchors; auto-belays (such as Rose Redpoint Descenders); climbing holds; the climbing or training structures themselves; aerobic equipment and strength training stations.
- **PEOPLE MAY MAKE MISTAKES.** You may be a victim of human error, including negligence of yourself, employees or agents of RJ2, and/or other individuals.
- **COLLISIONS** are possible. You may fall and strike the ground, objects or individuals; be struck by falling or swinging individuals or objects. You may suffer Injuries while in the Facilities, even while on the ground, AND EVEN WHILE NOT PARTICIPATING IN ANY ACTIVITIES.
- **THE LANDING ZONE CANNOT GUARANTEE PROTECTION** from Injuries or Loss, even in short falls. In addition, due to its soft and sometimes irregular surface, the landing zone itself as well as the curbing around it may lead to slips, trips, twists, and falls.

THE ABOVE LIST OF HAZARDS ARE DESCRIBED BY WAY OF EXAMPLE ONLY. THERE ARE OTHER HAZARDS AND RISKS, apparent and unforeseeable, inherent in using the Facilities that may also result in Injuries or Loss.

OTHER GYMS ARE SEPARATE LEGAL ENTITIES. Although RJ2 may have agreements with other affiliated climbing gyms (ROCK'n & JAM'n 1, Inc., for instance) to honor each other's memberships, month passes, and guest passes, ALL SUCH AFFILIATED GYMS ARE SEPARATE AND INDEPENDENT LEGAL ENTITIES.

YOU AGREE TO BRING NO LEGAL ACTION AGAINST RJ2. Neither you, any member of your family, your estate if you die, your heirs, your successors, your assigns, or anyone else claiming any interest through you (collectively "Participant's Parties") will bring any legal action whatsoever against: RJ2, ROCK'n & JAM'n 1, Inc. employees, and/or RJ2's owners, employees, guides, volunteers, officers, directors, managers, consultants, assigns, landlord, agents, independent contractors (including Athletik Spesifik, Inc.), members, customers, visitors, and all parent, subsidiary and/or affiliated entities (collectively the "Released Parties") as a result of any Injury or Loss to yourself or to others or that arises out of your use of the Facilities, whether such Injury or Loss results from negligence (but not gross negligence, or willful, wanton, or criminal misconduct) of the Released Parties or from some other cause.

YOU AGREE TO HOLD HARMLESS AND INDEMNIFY RJ2. On behalf of the Participant's Parties, you hereby hold harmless and indemnify the Released Parties from any and all actions, suits, claims, damages, liability, and loss (including attorney fees and costs), that the Participant's Parties may have for any Injury or Loss related to your use of the Facilities, whether such Injury or Loss results from negligence (but not gross negligence, or willful, wanton, or criminal misconduct) of the Released Parties or from some other cause.

INITIALS of Adult Participant

INITIALS of Parent/Legal Guardian signing for minor

INITIALS of Age 14-17 Participant

RELEASE and WAIVER for ROCK'n & JAM'n 2, Inc. (CENTENNIAL)

REQUIREMENTS FOR YOU TO USE THE RJ2 FACILITIES:

- You agree that your use of the Facilities is voluntary and of your own free will.
- You agree voluntarily and of your own free will to each and every term and condition of this **TWO-PAGE** Release, as evidenced by your signature below. No modifications to this document will be accepted.
- You agree that the terms of this Release are legally binding and you agree to enter into this release as a precondition of using the facilities.
- You must comply with any reasonable request of an RJ2 or ROCK'n & JAM'n 1, Inc. staff member.
- You must adhere to the General Policies, Testing & Orientation Requirements, Safety Rules, and, if you have children, the Rules of Supervision for Kids. Copies of these documents are posted in the gym. These documents may be updated from time to time; check them periodically.
- You are not under the influence of alcohol or drugs and you certify that you are competent to understand and sign this Release.
- You authorize any medical treatment deemed necessary in the event of injury or illness you suffer while in RJ2. You further agree that you are responsible for all costs of rescue and/or medical services incurred on your behalf.
- You understand that your use of the Facilities and any climbing instruction or knowledge you receive at RJ2 are not sufficient to prepare you for all of the dangers and risks of indoor or outdoor climbing. You accept all Facilities, instruction, and advice as is.
- You must not engage in activities that are beyond your physical or mental capabilities.
- You grant permission for RJ2 to record and publish photos and videos (including audio) of you while you are in RJ2 or the immediately surrounding area for the purposes of promotion of RJ2 and for documenting and/or reporting events and activities at RJ2. You agree that you are not entitled to any compensation for any such photos, videos, and/or audio. All such recording will be apparent and in public areas; there will be no "hidden camera" or microphone recording.

ABOUT THE RELEASE:

- This Release supersedes any prior release that you have signed. You may be required to re-execute new releases from time to time.
- If any provision of this Release is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall be amended to conform to the requirements of the law so as to be valid and enforceable, provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality or unenforceability and the rest of this Release shall remain in full force and effect.
- This Release shall be governed by and interpreted under the laws of Colorado, without regard to conflict of laws provisions. If any lawsuit or claim is brought that arises out of or relates to your use of the Facilities, you agree that jurisdiction and venue for such suit shall be in the state or federal courts located in Denver, Colorado and you hereby irrevocably waive any other jurisdiction or venue to which you or your estate might otherwise be entitled.
- This Release contains the entire agreement between yourself and RJ2 regarding the subject matter of this Release, and no verbal representations or statements have been made to you that change, alter or modify any part of this Release.
- You may request a copy of this Release for your records.
- An electronic reproduction of this Release, including signature(s) and initials, shall be considered as valid as the original.

For Adult Participant

Signature _____

Printed Name _____

Date _____

For Age 14-17 Participant

Signature _____

Printed Name _____

Date _____

IF A CHILD (UNDER AGE 18) IS NAMED AS THE PARTICIPANT at the top of the first page of this Release and immediately below ("Child"), **you certify that you are the parent or legal guardian of the Child** and you personally agree to indemnify and hold the Release Parties harmless for all damage or liability they suffer (including attorney's fees and costs) arising out of any lack of authority on your part to enter into this Release on behalf of the Child. You enter into each and every term and condition of this **TWO-PAGE** Release on behalf of the Child, and you do so voluntarily and of your own free will. You, on behalf on the Child, knowingly, intentionally, and voluntarily waive, release, indemnify, and agree to hold harmless the Released Parties from any and all actions, suits, claims, damages, liability, loss (including attorney fees and costs) brought by the Child or any person or entity acting on behalf of the Child, that the Child may have for any Injury or Loss arising out of the Child's use of the Facilities.

**Printed Name of
Child Participant** _____

**Signature of Parent
or Legal Guardian** _____ **Date** _____

Parent or Legal Guardian Information

Printed Name _____ **Emergency Phone** _____

Street Address _____ **City, State, Zip** _____

Photo I.D. (with birth date if under age 25) MUST be provided for staff verification. Staff initials _____

7390-E South Fraser Street, Centennial, Colorado 80112 phone: (303) 766-5462 fax: (303) 627-9850

www.climbthebest.com

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Revised 10/04/10 W2a