



## SPIRE CLIMBING CENTER, LLC

### AGREEMENT, RELEASE, AND WAIVER OF LIABILITY

THIS IS A LEGALLY BINDING AGREEMENT. By signing this Agreement, Release, and Waiver of Liability you may waive your right to bring a court action to recover compensation or to obtain any other remedy for injury to yourself or your property or for your death, however caused, arising out of your use of the Spire Climbing Center and/or your participation in its events and activities.

In consideration of my being permitted to use the facilities of Spire Climbing Center, 13 Enterprise Blvd., Bozeman, Montana 59718 ("SCC"), and to participate in Activities (defined below) and events sponsored in whole or in part by SCC, and for myself, my relatives, heirs, dependents, assigns and personal representatives, I hereby make the following agreement, release, and waiver of liability ("Agreement"):

#### DEFINITION

For the purposes of this Agreement, the term "Activities" means all activities, whether supervised or unsupervised, engaged in by users of SCC's facilities, including but not limited to roped climbing, bouldering, traversing, weightlifting, strength and cardio training, aerial dance, yoga and fitness, "Leap of Faith," challenge courses, rope and rope ladder climbing, slacklining, outdoor play activities on SCC grounds, and rope and rescue systems training and practice.

#### ACKNOWLEDGMENT OF RISK AND WAIVER

I acknowledge that there are significant risks and hazards, both known and unknown, inherent in climbing and other Activities and in the use of SCC's facilities. Without limiting the extent or reach of the release and waiver that I make herein, I recognize that those risks and hazards include, but are not limited to:

- All manner of injury resulting from falling and hitting the landing surfaces (including the floor), climbing walls, other structures or equipment, whether permanently or temporarily in place;
- Rope abrasion, entanglement and other injuries resulting from various Activities on or near the climbing wall including but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope technique;
- Injuries resulting from falling climbers or dropped or detached items including but not limited to ropes, climbing hardware or holds;
- Injuries resulting from construction of the climbing walls, including failed or loose climbing holds and anchors;
- Injuries resulting from failure or misuse of ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing structure;
- Damage, injuries or death occasioned by the negligence of other users of SCC, including belayers;
- Injuries or death resulting from a violation of the safety policies of SCC or the directions of its operators or employees;
- Cuts and abrasions resulting from skin contact with the climbing wall or floor;
- Musculoskeletal injuries, including but not limited to stress injuries;

- Personal medical situations complicated or aggravated by the Activities; and
- Injuries that occur as a result of inadequate training of those persons who may seek to assist with medical or other help before or after other injuries have occurred.

By signing this Agreement I ACCEPT FULL RESPONSIBILITY FOR MY OWN WELFARE and, to the fullest extent permitted by law, I WAIVE ANY FUTURE CLAIMS FOR LIABILITY that I may otherwise be entitled to bring against Spire Climbing Center, LLC, Spire Holdings, LLC, their respective members, managers, employees, agents, and representatives, the builders and installers of SCC's facilities, and other climbers, volunteers, or participants in Activities at SCC, for injury, damages or death resulting from risks and hazards inherent in my Activities at SCC, including but not limited to those risks and hazards specifically identified above.

#### RELEASE AND INDEMNIFICATION

I represent that I am voluntarily using SCC and voluntarily participating in Activities and events sponsored in whole or in part by SCC, and with full knowledge of the significant and inherent risks and hazards involved, and for myself, my heirs, dependents, assigns and personal representatives, I ASSUME SUCH RISKS AND HEREBY WAIVE AND RELEASE HARMLESS Spire Climbing Center, LLC, and Spire Holdings, LLC, and their respective members, managers, employees, agents, and representatives, the builders and installers of SCC's facilities, and other climbers, volunteers or participants in Activities at SCC, from and against any and all causes of action, claims or demands of any nature whatsoever, including but not limited to claims of negligence to the fullest extent permitted by law, which I, my relatives, heirs, dependents, assigns, and personal representatives may now have or have in the future on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of SCC and/or participation in SCC Activities and events whether that use is supervised or unsupervised, however the injury is caused, including but not limited to the negligence of the above-named releasees (to the fullest extent permitted by law).

I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS Spire Climbing Center, LLC, and Spire Holdings, LLC, and their respective members, managers, employees, agents, and representatives, from and against any and all causes of action, claims, demands, losses, expenses (including attorney's fees), and other costs of any nature whatsoever arising out of or in any way related to my use of SCC and/or participation in SCC Activities and events.

By signing this Agreement I intend to release those persons named above from any liability occasioned by my use of SCC and/or participation in SCC Activities and events. I acknowledge that the fees and dues that I have paid to SCC to use its facilities and participate in Activities and events have been based upon all users and participants executing this and similar agreements releasing Spire Climbing Center, LLC, and Spire Holdings, LLC, from any and all liability to the fullest extent permitted by law.

**REPRESENTATIONS**

I represent that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in Activities or events, or else I agree to bear the costs of such injury or damage myself.

I represent that, for my own safety and for the safety of other users of SCC facilities, I have made myself aware of SCC's policies and rules and agree to abide by and to help enforce those policies and rules. I recognize that the policies and rules may change from time to time and in consideration of my continued use of SCC facilities I agree to abide by such changes. I hereby acknowledge that I have either received a copy of SCC's current policies and rules or, if I am signing this Agreement away from SCC's facilities, I have had the

opportunity to review the policies and rules online at [www.spireclimbingcenter.com](http://www.spireclimbingcenter.com).

I understand that indoor climbing is not the same as outdoor climbing, and I acknowledge that I have been advised to seek qualified instruction before attempting to climb outdoors.

**OTHER**

If any provision of this Agreement is held to be void or unenforceable under any law, I agree that the unlawful portion shall be deemed stricken and that all remaining provisions shall continue to be valid and binding upon me. If a provision is stricken, I agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

I further agree that this Agreement will remain in full force and effect and apply to my subsequent visits to SCC facilities until it is revoked or modified by a subsequent written document. My future participation in SCC Activities and events and my use of SCC's facilities is evidence of my continuing acceptance of the terms and conditions of this Agreement and my willingness to be bound by it.

**I understand that the terms of this Agreement, Release, and Waiver of Liability are legally binding, and I certify that I am signing this document of my own free will, having carefully read it and having an understanding of its contents. I represent that I am 18 years of age or older, or that this Agreement has been reviewed and signed by my parent or court-appointed guardian.**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Street Address \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address (For automatic billing purposes only.): \_\_\_\_\_

I would like to receive Spire Newsletters  No, please do not e-mail me

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

**Participant Signature:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

**If under 18 years of age please provide:**

**AGE:** \_\_\_\_\_ **DATE OF BIRTH:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

I, as parent or guardian of the above minor under 18 years of age ("Minor"), in consideration of Minor being permitted by SCC to participate in its Activities and to use its equipment and facilities, hereby agree to the terms and conditions set forth in this Agreement, Release and Waiver of Liability, and I further agree to indemnify and hold harmless Spire Climbing Center, LLC, and Spire Holdings, LLC, and their respective members, managers, employees, agents and representatives from any and all claims that are brought by or on behalf of Minor, and that are in any way connected with such use or participation by Minor.

**Parent or Court Appointed Guardian if Participant is under 18 years of age**