



## Participant Agreement Instructions

### General Information

- Please read the entire document. If you have questions, call RJ1 - Thornton at (303) 254-4344 or RJ2 - Centennial at (303) 766-5462
- Print legibly while filling in the information box on the bottom of page 2.
- Information provided for our use only. ROCK'n & JAM'n does not share or sell customer information.
- Only one participant may be entered on each agreement. You may make copies if needed.
- Upon arrival, **adults age 25 or under should be prepared to present a photo ID with birth date. Without proof of age, the person may not be allowed to participate.**
- Submit the completed agreement via one of the following methods
  - Submit online at [climbthebest.com/waiver](http://climbthebest.com/waiver) and bring necessary identification to the gym.
  - Bring both pages of the completed agreement and necessary identification to the gym.
  - Fax both pages of the completed agreement and driver's license to
    - RJ1 - Thornton: (303) 254-6288
    - RJ2 - Centennial: (303) 627-9850

### Additional Instructions for Parents of Minors

- The parent or court-appointed guardian of a minor participant (under age 18), must sign the form for the minor.
- If the parent/court-appointed guardian will not be at the gym with the minor, the minor must **bring a copy or digital image of the driver's license of the signing parent/court-appointed guardian. Without that, the minor may not be allowed to participate.**

**Participant Agreement** for ROCK'n & JAM'n Gyms  
(Including assumption of risks and agreements of release and indemnity)

Please read this document ("this Agreement") carefully. "Participants" refer to all climbers and others who enter the climbing and other activity areas, indoors and out, of the gyms known as RJ1 and RJ2 ("the Gyms" or "the Gym"). All adult (18 years of age and older) Participants must sign this Agreement. If a Participant is a minor, at least one parent or court-appointed guardian (each referred to as "Parent") must sign this Agreement, on their own behalf and on behalf of the minor Participant. If the minor is not accompanied by a Parent, the signature of the Parent must be verified by a photo copy of Parent's valid driver's license or in another manner deemed satisfactory by the Gym. Participants ages 18 to 25 may be asked to present a photo identification to verify that they are adults.

**In consideration of the services of the Gyms, the undersigned adult Participant or Parent acknowledges and agrees as follows:**

**The Gyms:** The Gyms are separate legal entities, operated respectively by **AA Climbing 1, LLC** and **AA Climbing 2, LLC**. Although one may honor the other's membership, month passes, punch cards, or guest passes, neither Gym is responsible for the conduct of the other, and any complaint or claim arising from the activities or use of the premises of a Gym is the responsibility solely of that Gym, not of the other.

**Activities:** The Gyms may offer, among others, the following features and activities: climbing and bouldering walls, campus and system boards, free weights, benches and training stations, aerobic equipment, a cargo net, a climbing rope, a rappel station and ropes; and a slack line. The Gyms may conduct outdoor natural wall climbing and bouldering activities. The Gyms reserve the right, in their sole discretion, to expel or deny admission to anyone considered to be a risk to themselves or others, or whose conduct is a distraction to others. Participants must comply with requests and instructions of Gym staff members and adhere to the General Policies, Testing & Orientation Requirements, Safety Rules, and Rules for Supervision of Kids. Copies of these documents are posted in the Gyms. They may be updated from time to time and should be reviewed periodically by Participants. Participants must not be under the influence of alcohol or drugs on the premises of the Gyms or in the vicinity of an outdoor activity, and must have no condition, physical or mental, which might cause the Participant to be a danger to himself, herself or others.

**Risks:** The Gyms' activities, equipment and premises expose Participants, whether or not supervised, to risks of injury and other losses, including the following:

- **EQUIPMENT MAY FAIL.** Equipment subject to failures and defects may include, among others, the following: ropes, slack line, cargo net, webbing, harnesses, carabiners, belay devices, anchors, auto-belays, climbing holds, the climbing or training structures themselves, aerobic equipment and strength training stations.
- **PEOPLE, INCLUDING STAFF, MAY MAKE MISTAKES.** Participants, staff and others may make mistakes, including negligent acts or omissions, even during supervised activities. Close personal contact and possibly unanticipated touching may occur, including while attaching gear and otherwise assisting climbers.
- **COLLISIONS AND FALLS** are possible. Participants - climbers and others - may fall and strike the ground, structures and other objects and individuals. Participants - climbers and others - may be struck by falling or swinging individuals or objects. Injuries, including slips and falls, may occur anywhere in the Gyms - not only in the activity areas.
- Participants are **NOT SUPERVISED** by the Gyms' staff and are **SOLELY RESPONSIBLE** for their own safety, unless they are participating in a scheduled class or clinic or are being belayed by a staff member, in which circumstances they share in the responsibility for their safety, subject to the terms of this Agreement.
- The Gyms have no responsibility for the condition or fitness for use of gear and equipment not provided by them.
- **THE PADDED SURFACES** in the activity areas of the Gyms, including individual mats and crash pads, (the "Landing Zones") do not provide absolute protection from injuries, even in short falls. The Landing Zones, because of their soft composition, varying density, and sometimes irregular surface, may lead to slips, trips, twists, and falls.
- **OUTDOOR ACTIVITIES** are subject to all the risks described in this Agreement (including, if crash pads are used, those associated with the Landing Zones) and, in addition, the elements of nature, including inclement weather, sun, and harmful plants, animals and insects, unstable and uneven rock and other natural structures and surfaces, and falling rock and timber.

These risks may result in a variety of injuries and other losses including: paralysis, death, head injuries, spinal injuries, broken bones, sprains, tendonitis, bursitis or other connective tissue or overuse injuries, rope and other abrasions, psychological or emotional trauma, and property losses.

These and other risks and losses are inherent in the activities of the Gyms, indoor and out, and the use of their equipment and premises. The risks cannot be eliminated without destroying the unique and exciting character of the experience. Other risks, inherent and otherwise, may be encountered.



**Acknowledgment and Assumption of Risks:** I, an adult Participant, or, if the Participant is a minor, Parent, for myself and on behalf of the minor, understand, acknowledge and agree to assume all risks of the activities of the Gyms, their equipment and premises, indoor and out, whether or not described above, and inherent or otherwise, including the negligence (but not the gross negligence or intentionally wrongful conduct) of a Released Party (identified below). If the Participant is a minor, I, Parent, fully informed regarding the risks and activities, have discussed them with the child and he or she understands them and, with my consent, wishes to participate nevertheless.

**Release and Indemnity:** I, an adult Participant, or, if the Participant is a minor, Parent, for myself and on behalf of the minor, agree to release and not to sue, and to hold harmless and indemnify (that is, protect and defend, including by paying claims, costs and attorneys fees) AA Climbing 1, LLC, AA Climbing 2, LLC, their parent company, Creekview Climbing, LLC, the respective owners, staff (including volunteers), officers and directors of these companies, landlords, and independent contractors (collectively the "Released Parties") with respect to claims and demands of any kind and nature whatsoever, including personal injury and death, and damage to property that relates in any way to my or the child's enrollment or participation in an activity of the Gyms, or the use of their equipment or premises, whether indoor or out. The claims hereby indemnified against include claims of, among others, other Participants, members of my or the minor child's family, or any other person, arising out of losses suffered by, or caused by, me or the minor child. These agreements of release and indemnity include claims of negligence of a Released Party, but not claims of gross negligence or intentionally wrongful conduct.

**Other:**

- The Gyms, without compensation, may record and publish photos and videos (including audio) of participants, for the purposes of promotion of the Gyms and for documenting and/or reporting events and activities.
- The Gyms may administer or obtain medical treatment deemed necessary in the event of injury or illness. Participant or Parent is responsible for all costs of rescue and/or medical services incurred on Participant's behalf.
- This Agreement, consisting of two pages if printed, contains the entire agreement between the undersigned and the Gym or Gyms regarding its subject matter. It supersedes any prior agreement that Participant or Parent may have signed pertaining to the Gyms or either of them and will remain in effect unless and until terminated or replaced by a new written agreement.
- If any provision of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, the remainder of this Agreement will nevertheless be in full force and effect.
- This Agreement and disputes of any sort which may arise between a participant or parent and a Released Party 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 a Participant's enrollment in an activity of the Gyms or use of their facilities or premises, the jurisdiction and venue for such suit shall be exclusively in the state or federal courts located in Denver, Colorado.

**About Forgeries:** A person, minor or adult, who misrepresents his or her identity or status as an adult or Parent or otherwise participates in such a deception, will not be compensated for any loss which arises from the unauthorized enrollment and use of the Gyms' facilities and, if an adult, will be deemed to have agreed to indemnify the Released Parties for any loss he or she, or the child, suffers or causes, as described in the Indemnity provision, above.

I have read and understand this Agreement and agree that it is to be enforced to the fullest extent of the law and is binding on me, the minor child for whom I sign, all other members our families, our respective heirs and estates.

Participant's Last Name		First Name		Middle Name	Date of Birth (mm/dd/yy)	
Participant's Street Address			City	State	Zip Code	Country
Participant's Home Phone	Work Phone		Cell Phone	Email		
May We Email?	Emergency Contact		Emergency Phone			
Signature of above Adult Participant or of Parent/Court-Appointed Guardian of above Minor Participant			Parent/Court-Appointed Guardian <u>Printed</u> Name		Today's Date (mm/dd/yy)	

STAFF USE ONLY:

RETEST

TR

LB

LC

ID #