



SEATTLE BOULDERING PROJECT, LLC

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK,
COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT**

What you are about to read and are requested to sign is a waiver and release of liability. Upon signing it, you will give up your right to sue the Seattle Bouldering Project ("SBP") or anyone associated with SBP for injuries or losses you suffer while using SBP facilities or while participating in activities at the SBP facilities located at 900 Poplar Place S. Seattle, Washington 98144.

Please take your time and read this agreement very carefully. When you are certain that you understand the importance of each paragraph, sign your initials in the space provided. Sign the document only after you have read and understand everything. If you have any questions about the agreement, consult your attorney. Thank you for your attention to this matter.

YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES AT THE SEATTLE BOULDERING PROJECT WITHOUT THE SIGNED WAIVER.

I UNDERSTAND THAT SIGNING THIS DOCUMENT WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS FROM SUING SBP, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR GUESTS FOR ANY INJURIES, INCLUDING DEATH AND PARALYSIS, OR DAMAGES THAT I MIGHT RECEIVE WHILE PARTICIPATING IN ANY ACTIVITIES AT SBP.

_____ (Initial here when read and understood)

_____ **1. I ASSUME ALL RISKS.**

I understand that there is a significant risk of serious physical injury, death and other damages inherent in indoor and outdoor climbing, bouldering and physical fitness training activities, and in my use of SBP facilities and instruction relating to these activities. These risks and hazards can include, but are not limited to, injuries arising from falling and striking objects or other people; being struck by falling objects or people; failure of any part or all of the climbing structures, flooring systems, building or training and fitness apparatus; defective, worn, uneven, separated or additional flooring or pads; hazards created by additional pads; falling and failing to land on a pad; failure and/or breakage of climbing holds; failure of climbing hold anchoring systems and hardware; failure of anchoring systems, anchors and belay devices used to secure climbing anchors and ropes; falling because of improper use of ropes and safety equipment; strained or sprained muscles, joints and connective tissue; broken bones; personal injury including paralysis, death, illness, property damage, and other losses. Injury or death can arise from errors in judgment, from lack of training or information, from the negligence of me, employees or agents of SBP or other parties, as well as the risks normally associated with athletic endeavors. There is no way to eliminate the risk of serious harm or death. I understand that my use of SBP facilities and any instruction or knowledge I obtain at those facilities IS NOT sufficient to prevent the dangers and risks of indoor and outdoor climbing. **I CERTIFY THAT I UNDERSTAND CLIMBING, BOULDERING AND PHYSICAL FITNESS TRAINING ACTIVITIES EXPOSE ME TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY PARTICIPATING IN ANY SUCH ACTIVITY AT SBP FACILITIES OR SPONSORED BY SBP.**

_____ **2. I WAIVE AND RELEASE ALL CLAIMS.**

I recognize that SBP could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the right to use SBP's facilities, **I RELEASE SBP AND ANYONE ASSOCIATED WITH SBP, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, STAFF, INSTRUCTORS, MEMBERS, AGENTS, GUESTS AND THIRD PARTIES, FROM ALL LIABILITY, AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ALL CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF NEGLIGENCE, WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN A SBP-SPONSORED ACTIVITY OR FROM USE OF SBP FACILITIES OR EQUIPMENT.**

_____ **3. I WILL INDEMNIFY SBP.**

In consideration of, and in part payment for the right to use SBP's facilities, **I agree to defend, protect, INDEMNIFY, and hold harmless SBP, its officers, directors, members, instructors, employees, agents and guests from and against any and all claims, suits, actions at law or in equity, for damages or other relief and against any liability of any nature, together with attorneys' fees and costs incurred, that may arise out of my use of SBP property or facilities, INCLUDING BUT NOT LIMITED TO INJURIES ARISING FROM MY VIOLATION OF SBP RULES.** I agree to pay the reasonable attorneys' fees and all other costs of all parties if I bring a suit for injuries suffered at SBP and that action is unsuccessful, in whole or in part. Additionally, in consideration of, and part payment for my right to participate in a SBP-sponsored activity, **I EXPRESSLY AGREE NOT TO SUE SBP, ITS OFFICERS, DIRECTORS, MEMBERS, INSTRUCTORS, EMPLOYEES, AGENTS AND GUESTS AND HEREBY WAIVE ALL CLAIMS AND LIABILITIES AGAINST SBP AND THOSE PARTIES INCLUDING, WITHOUT LIMITATION, CLAIMS FOR NEGLIGENCE ARISING FROM MY (OR THE MINOR'S) PARTICIPATION IN ROCK CLIMBING ACTIVITIES OR USE OF SBP FACILITIES OR EQUIPMENT.**

_____ **4. I AGREE TO ABIDE BY ALL SBP RULES.**

I agree to abide by all SBP rules contained in written form as well as verbal directions that may be given by SBP staff or employees. **I MAY NOT USE SBP FACILITIES IF I AM UNDER THE INFLUENCE OF ALCOHOL OR OTHER DRUGS.**

5. I am physically qualified to participate.

I certify that I have no physical limitations or medical conditions that would impair my ability to fully and safely use SBP facilities. I agree to inform SBP of any conditions that may have any effect on my ability to fully and safely use SBP facilities, so that a determination can be made as to the proper course of action.

6. Other provisions.

- This agreement constitutes the complete and sole agreement between you and SBP, its officers, directors, instructors, employees, agents, members and guests and all others associated with SBP. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding.
- **INDIVIDUAL OFFICERS, DIRECTORS, SBP MEMBERS, INSTRUCTORS, EMPLOYEES AND AGENTS HAVE NO AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING.** This agreement covers my use of SBP facilities as well as my participation in all SBP activities and all associated events.
- **THE LAWS OF THE STATE OF WASHINGTON SHALL GOVERN THIS AGREEMENT. VENUE FOR ANY ACTION SHALL BE KING COUNTY, WASHINGTON.**

Severability: If any provision of this agreement or its application to any person or circumstance is held invalid or void, the remainder of the agreement and its application to other persons or circumstances is not affected and remains in full force and effect.

I AM FULLY AWARE OF THE CONTENTS OF THIS AGREEMENT AND RELEASE, AND HAVE READ AND UNDERSTAND ALL OF THE TERMS. THE TERMS OF THIS AGREEMENT BIND ME, MY FAMILY (INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS), HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS. I recognize that if I have any questions regarding my waiver of rights, I should consult an attorney.

Participant's name (please print)

Participant's signature

Date

Signature of Parent or Guardian (if necessary)

Date

PARTICIPANT DETAILS

Address

City

State

Zip

Primary/Cell/Home Phone

Email (*email info is not sold/shared*)

D.O.B.

Emergency Contact

Emergency Phone

Relation

YES, I would like to receive periodic emails from SBP about gym closures, events and special hours.

TO BE SIGNED IF THE PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual and hereby consent to their use of the SBP's facility and/or participation in SBP's activities. In consideration of SBP allowing the above-named participant to participate and/or use the facility, I agree to be bound by the terms and conditions of this Release. On behalf of myself and my spouse or domestic partner, I hereby **KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE AND RELEASE**, indemnify, hold harmless and forever discharge SBP, its officers, directors, instructors, employees, agents, members and guests and all others associated with SBP of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damage and liabilities, of every kind and nature, whether known or unknown, in law or equity, that said minor ever had or may have, arising from or in any way related to such minor's participation in activities in connection with SBP. I further agree that I have full and sole responsibility for the safety and wellbeing of the above-named participant while he or she is using SBP facilities or participating in SBP-related events.

I further agree to indemnify, hold harmless and defend SBP, its officers, directors, instructors, employees, agents, members and guests and all others associated with SBP from and against any loss, damage, liability, expense, costs, and/or attorneys' fees, including those brought by or on behalf of, or otherwise caused by the above-named participant.

Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date

Home Phone Number

Work Phone Number

