



Troop 583

Indoor Rock Climbing

When: Saturday, January 22th
10:00 p.m.—12:00 p.m.

Where: Bolderdash
880 Hampshire Road, Suite A
Thousand Oaks

Cost: \$25 per scout/climber

If you are interested, please contact Tammy O'Connor at rtoconnor@sbcglobal.net to sign up.

Payment due by Monday, January 10th along with attached release form to Tammy O'Connor.

Please wear your Class "B" for this event.

**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.

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880-A Hampshire Rd Thousand Oaks, Ca 91361 (805) 557-1300 www.boulderdashclimbing.com

Warning: this agreement is legally binding and the information herein is admissible as evidence supporting Boulderdash's thoroughness in informing and making safety awareness to all clients. By signing this document you are demonstrating knowledge of youth requirements and you are responsible for any loss or damage. I, the undersigned, understand that each of the following statements is a safety skill that a Boulderdash waiver certified adult must be responsible for, for the below named youth.

Initials _____

I, the undersigned, acknowledge a safety responsibility is the ability to correctly use a climbing harness, properly secure a locking carabiner, and use both properly and as intended, to prevent any possible accident, injury, loss or damage.

Initials _____

I, the undersigned, acknowledge a safety responsibility is the ability to correctly tie in the climbing rope as per Boulderdash and manufacturing company specifications, to properly secure climber to the harness for their safety and the safety of others, and to prevent any possible accident, injury, loss or damage.

Initials _____

I, the undersigned, acknowledge a safety responsibility is the ability to correctly belay and lower off an individual, securing the rope and using a belay device as per Boulderdash and manufacturing company specifications to prevent any possible accident, injury, loss or damage.

Initials _____

I, the undersigned, acknowledge the below named youth must obey the regulations outlined in the posted Boulderdash Regulations and Policies of Use document.

Initials _____

I, the undersigned, acknowledge that as per Boulderdash's insurance requirements a climbing safety helmet is available, free of charge, and I am permitting the below named youth use of Boulderdash's indoor rock climbing without such item.

Initials _____

I, the undersigned, have read and initialed all of these statements certifying responsibility for skills and actions must be undertaken by a Boulderdash waiver certified adult. I have knowledge of the nature and extent of the risks inherent in rock climbing and in using the Boulderdash facilities. I have initialed these with the knowledge that Boulderdash has taken careful and extensive measures to prevent accidents, injuries, losses, damages, and that there are numerous other skills and inherent risks than those listed above. I acknowledge I am relieving Boulderdash of any and all liability for injuries, damages, or losses to myself, the below named youth, other persons, or Boulderdash. I have read this agreement thoroughly and understand the terms. NO oral representations or statements or inducements have been made to me that change, alter, or modify anything within the written agreement. I agree to said terms. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provisions shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions. The parent or legal guardian who signs the waiver agreement on behalf of a youth, hereby acknowledges that he or she has the legal capacity and authority to act on behalf of the youth and to legally bind the youth to the waiver agreement. The parent or legal guardian who signs the waiver agreement agrees to indemnify and hold harmless the released parties for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of the youth in the execution of the waiver agreement. A faxed signature constitutes acceptance of all terms.

Dated _____ **Print Youth Name** _____

Parent Signature _____ **Print Parent Name** _____

Please make sure you have completely filled out page 1 of this waiver. Incomplete waivers are not accepted.