

Vail Athletic Club Climbing Wall Waiver

Release and Covenant Not to Sue

This is a legally binding contract. In voluntarily participating in any program offered at the Vail Athletic Club, including climbing classes, practices, tryouts, bouldering, belaying, rappelling, and lead climbing, and any other activities held on the indoor wall, I agree to the following waiver and release and I make the following representations:

I hereby acknowledge the inherent risks involved in the activity of sport climbing, including climbing on artificial surfaces. I understand that the risks include but are not limited to: all manner of injury as a result of falling from a climb, hitting holds, projections, and wall face, whether temporary, permanent, or on the floor.

I have full knowledge of the nature and extent of all risks associated with rope abrasion, entanglement, and other injuries resulting from activities on or near the climbing wall, such as but not limited to: climbing, belaying, rappelling, lowering on rope, and any other rope techniques. I also accept risk of injury from falling climbers, dropped items, ropes, climbing hardware, cuts and abrasions resulting from contact with the artificial wall, failure of ropes, slings, harnesses, hardware, anchor points, and any part of the climbing wall structure.

I acknowledge that the above is not inclusive of all risks possibly associated with use of the climbing facility at the Vail Athletic Club and the Vail Mountain Lodge & Spa, and the sport of climbing. I agree that the above list in no way limits the extent or reach of this Release and Covenant Not to Sue. I voluntarily assume all such risks with full knowledge and appreciation of the risks involved.

I voluntarily agree to assume all risk of personal injury, including paralysis and death, that may occur while participating in any program or while climbing at the Vail Athletic Club Climbing Wall, whether or not under the supervision of the climbing wall staff. I hereby knowingly and intentionally waive and release and agree to indemnify, hold harmless, and defend the Vail Athletic Club, its successors, employees, and wall designers and builders, hold manufacturers, lessors, and agents from all liability for any such damage, injury, paralysis, or death which may result. To the full extent practiced by law, this release shall be effective even though said loss, damage, or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty, or strict tort liability of the Vail Athletic Club, Vail Mountain Lodge & Spa, or the parties released.

I further certify that I am in good mental and physical health and have no physical limitations which would affect my safe use of this facility.

I certify that I am of lawful age (18 years) and otherwise legally competent to sign this agreement. I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after carefully reading it, and I sign this agreement of my own free will.

If under the age of 18, this release must be signed by the parent or legal guardian of the minor.

In witness whereof, this instrument is duly executed at the Vail Athletic Club and Vail Mountain Lodge & Spa, 352 East Meadow Drive Vail, Colorado 81657.

Responsible party information:

Participant's Signature _____ Date _____

Participant's Printed Name _____

Participant's Full Address _____

I, as Parent or Legal Guardian of the above minor (under 18 years of age) hereby consent to the terms and conditions set forth in this release form.

Parent/Legal Guardian Signature _____ Date _____

Parent/Legal Guardian Printed Name _____

Minor's Birth Date _____

In case of emergency, notify:

Name _____

Relationship _____

Telephone number _____