

The Climbing Wall at Miramont Lifestyle Fitness
1800 Heath Parkway, Fort Collins, CO 80524
970.221.5000



MIRAMONT
CLIMBING GYM

Release of Liability

CLIMBING WALL ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY AND AGREEMENT WAIVER

I am applying for admission to climb at The Climbing Wall at Miramont Lifestyle Fitness, North. I accept all the risks of participating in climbing activities, even if they are created by the carelessness or negligence of Miramont Lifestyle Fitness employees, agents, independent contractors, contract-employees and any other personnel in any way assisting or connected with The Climbing Wall at Miramont Lifestyle Fitness, North. I fully release, discharge and waive any Claims I may have, now or in the future, against Miramont Lifestyle Fitness employees, officials, volunteers, agents, independent contractors, contract-employees and any other personnel in any way assisting or connected with these activities, even if Claims are based on the carelessness or negligence of a released party or anyone else. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks that could result in serious personal or emotional injury, paralysis or even death. Risks include, but are not limited to, the following: falling off the wall, loose and/or damaged artificial holds; rented equipment failure; falling to the ground; falling on other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and/or be layer failure (including failure of the TruBlue Auto Belay); climbing out of control or beyond one's personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; head injuries and any and other damages that may result from my negligence or the negligence of the released parties or anyone else connected with the participation in climbing at The Climbing Wall at Miramont Lifestyle Fitness, North. I am aware that there is no obligation for any person to provide me with medical care during climbing activities. If medical care is rendered to me, I consent to that care, if I am unable to give my consent for any reason at the time that the care is rendered. I am aware that climbing is a strenuous activity and it is advisable to consult with a physician prior to participating in climbing activities I agree to abide by the rules and regulations of the climbing wall I further understand that no warranties or representations have been made to me about the climbing wall activities. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnify as is permitted by the laws of the State of Colorado. As a parent or guardian of the participant, I authorize the child to participate. I also join in the statements and agreements made by the released parties in this document I also agree, in the event the participant or anyone acting on his or her behalf should make any claims, I will provide the indemnity and hold harmless the released parties described above.

I understand that this release is a contract I expressly state that I have read, understand, and am familiar with all its provisions and that I sign it of my own free will. ____ (**initial**)

Printed Name _____ Signature _____

Today's Date _____

TO BE READ AND SIGNED BY PARENT / GUARDIAN OF MINOR

I hereby state that I am the parent/guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and the provisions set forth in this release.

Signature of Parent or Guardian _____

Date _____



MIRAMONT
CLIMBING GYM

Rules and Regulations at The Climbing Wall

Please read and initial

To climb at The Wall in Miramont Lifestyle Fitness, you must be at least 18 years of age or have written consent of a parent or legal guardian. In addition, all climbers must fill out the waiver, read these rules and pass a safety test for top roping, and a more rigorous "lead" test for lead climbing or lead belaying.

All climbers must: Be at least 18 years of age or have the written consent of a parent or legal guardian. Children 15 and under must have adult supervision in The Wall area. Demonstrate how to tie a retraceable figure eight knot (and use only this knot while climbing at The Wall). Demonstrate safe and proper top-rope belay skills. Have a UIAA approved harness, belay device, and locking carabiner -know how to use them. No hip belays, munter hitches, swami belts, etc. Pass the "lead test" before climbing on lead or belaying a lead climber. Always have a spotter when bouldering, and understand that you may be risking serious injury, death or dismemberment if climbing unspotted. Never boulder with any part of your body above the height of 12 feet. Use only The Wall 's ropes and quickdraws while climbing at The Wall. Allow right of way to the climbers who were first on route on any given section of wall (this includes bouldering). Always stand clear of climbers' fall and swing zone. Keep the walkways and exits clear of traffic. Place all belongings in lockers or in proper storage cubicles. Stay clear of all climbing areas when not climbing, belaying or spotting-as other climbers may fall unexpectedly from above.

____ (initial)

Lead Climbing | All lead climbers and lead belayers must have first passed the lead test at The Wall. All clips must be made safely before the entire body passes them, and in the order that they appear on that climb. The final cold shut or steel anchor must be clipped before lowering. After all climbers in a party attempt one climb, the party must turn over their rope to any waiting to use that rope or particular section of the wall. Hangdogging, or hanging to work a route will not be permitted when there are climbers waiting to use that rope or particular section of the wall. Lead climbers must know how to recognize back clips and Z-clips, and realize that they are dangerous and must be reversed before climbing on. If two conflicting parties intersect, the second party to leave the ground must yield at a safe distance that won't endanger either party in the event of a sudden fall. Quickdraws or other hardware cannot be removed or replaced except by The Wall staff. If a second will be top-roping the lead, a minimum of two anchors must be used for top rope set-up.

____ (initial)

Auto Belay Use | Prior to climbing with the Auto Belay, all users must be aware of the following precautions: Check the Auto Belay operation by pulling out a short section and allowing it to retract. If the Auto Belay fails to retract while climbing, stop climbing immediately and request assistance. Check the climbing harness is correctly fitted and tightened. Check the carabiner from the Auto Belay line is connected to the designated loop on the climbing harness and the gate is properly closed. Ensure the carabiner latch gate is facing away from the climber. Never climb alongside or above the Auto Belay. Never start descent from above the Auto Belay. Prior to descent, ensure descent path and landing area are free of people and obstructions. Always descend feet first, using feet to fend off obstacles and prepare for landing.

____ (initial)

Home Club:	
South	North
Central	Centerra



<input type="checkbox"/>	Member # _____
<input type="checkbox"/>	Guest
<input type="checkbox"/>	Other _____

FACILITY WAIVER

ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY AND AGREEMENT WAIVER

In consideration of being allowed to participate in all activities at Miramont Lifestyle Fitness, being fully aware that these activities involve risks. I accept all the risks associated with participating in health club activities, even if they are created by the carelessness or negligence of a released party or anyone else. ("Released parties" as used in this document means Miramont Lifestyle Fitness, its owners, officers, directors, stock-holders, managers, employees, associates, agents, representatives and assigns). Risks include physical exertion, wet and uneven surface conditions, temperature extremes, and all potential damages associated with personal injury sustained by a participant and/or participant's guest. Any injuries suffered from the use of weights and/or any equipment is the full responsibility of the participant. I know there are other risks that are not listed. I fully release, discharge and waive any Claims I may have, now or in the future against all released parties, even if Claims are based on the carelessness or negligence of a released party or anyone else. ("Claims" as used in this document means any and all liabilities, claims, demands, legal actions, and rights of action for damages, personal injury or death that are related to or in any way connected with participation in activities at Miramont Lifestyle Fitness). I agree not to sue released parties for Claims, even if the Claims arise from the carelessness or negligence of a released party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each released party from any loss or liability (including any reasonable attorney's fees they may incur) in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of a released party or anyone else.

I am aware there is no obligation for any person to provide me with medical care during health club activities. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time that the care is rendered. I am aware that it is advisable to consult a physician prior to participating in health club activities. If I have consulted one, I have taken the physician's advice.

I grant my permission to Miramont Lifestyle Fitness to utilize any photographs, motion pictures, video tapes, recordings and any other references or records of Miramont Lifestyle Fitness activities that may depict, record, or refer to me for any purpose including commercial use by Miramont Lifestyle Fitness.

I agree to abide by all Miramont Lifestyle Fitness rules. I understand that no warranties have been made to me about Miramont Lifestyle Fitness that are not stated in the agreement. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnify as permitted by the laws of the State of Colorado. I understand this waiver agreement is a contract and will automatically renew annually until I terminate the agreement in writing. If the participant is under the age of 18, the parent agrees to the following statements: as a parent or guardian of the participant, I authorize the child to participate. I also join in the statements and agreements made by the released parties in this document. I also agree that, in the event the participant or anyone acting on his or her behalf should make any Claims, I will provide the indemnity and hold harmless the released party set forth above.

Please sign here after reading entire waiver:

_____ / / _____
PRINT Participant's Full Name **Date of Birth** **Age** **Today's Date**

_____ _____
Participant's Signature (or Parent/Guardian Signature if under 18) **PRINT Parent/Guardian Name (if under 18)**

Address: _____ **City, State, Zip:** _____

Phone: _____ **Email:** _____