

GRANITE ARCH, LLC
(d.b.a. GRANITE ARCH CLIMBING CENTER)
11335 Folsom Blvd., Bldg. G, Rancho Cordova, CA 95742

RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

Participant Name _____ Date of Birth _____

Address _____ City _____

State _____ Zip _____ Phone Number _____

Emergency Contact

Name: _____ Relationship: _____ Emergency Phone: _____
(first and last)

As a participant or observer at Granite Arch Climbing Center ("GACC") you will be involved in, or exposed to, activities, both climbing and non-climbing, which involve significant elements of risk, which cannot be eliminated without destroying the unique and exciting character of such activities. Such activities include, but are not limited to: a) top rope climbing and belaying, b) bouldering and spotting, both indoors and outdoors, c) lead climbing and belaying, d) team building, obstacle courses or games, all of which may involve running, jumping, kicking, throwing or swinging, and going over or through obstacles, e) weight training, and f) yoga or other specialty classes.

In consideration of being allowed to participate in or observe any and all activities at GACC, I agree as follows:

PLEASE READ EACH SECTION COMPLETELY. YOUR SIGNATURE BELOW INDICATES YOU HAVE READ, UNDERSTAND AND ACCEPT EACH OF THESE STATEMENTS.

1. I voluntarily am participating in, or observing, activities at GACC and accept any risk, known or unknown, while on the premises, whether participating in an activity or not.
2. I understand that activities at GACC have significant risks, both known and unknown, which could result in physical injury, emotional injury, paralysis, death or damage to myself or others, and damage to personal property, either to mine or others. I understand that such risk cannot be eliminated without jeopardizing the essential qualities of the activity and I accept the possibility of such outcomes occurring while participating or observing.
3. I understand that risks as a participant or observer at GACC may include: a) being struck by falling objects such as climbing holds, climbing equipment or another climber, b) the failure of climbing ropes, holds, equipment and climbing surfaces, c) the failure or negligence of a belayer to adequately perform their job, and d) obstacles breaking. I acknowledge that this is not an all-inclusive list of risks and I agree to assume all known and unknown risks while participating in activities or being an observer at GACC.
4. I am ultimately responsible for my own risk management and taking appropriate precautions to protect myself and those in proximity to me while participating in or observing activities at GACC.
5. I represent that I have no medical condition or physical limitation which could negatively interfere with my ability, or the ability of others, to participate in or observe activities at GACC.
6. I acknowledge and understand that there is not a substantial ground impact medium in the top rope, lead climbing and bouldering areas of GACC. This also includes the outdoor bouldering park at GACC.

-over-

7. HELMET CLAUSE: It is recommended that all climbers wear a protective helmet while climbing at GACC, however, GACC DOES NOT PROVIDE HELMETS for participants in any activity at GACC. If I choose not to wear a helmet, I am doing so against the recommendation of GACC to utilize a protective helmet. If I intend to wear a helmet while climbing at GACC, then I understand I must furnish my own helmet.

8. I HAVE READ THE "GRANTE ARCH GYM RULES & RECOMMENDATIONS" FOR PARTICIPATING IN ALL ACTIVITIES AND AGREE TO ABIDE BY THE RULES AT ALL TIMES WHILE AT GACC.

9. RELEASE OF LIABILITY: I agree that GACC, its LLC members, officers, employees and agents shall not be liable for any claim, demand, cause of action of any kind whatsoever for any injury or damage to person or property arising out of or connected with my being present on the premises of GACC, my use of the facilities in any capacity or my being an observer, whether participating in an activity or not. I agree to indemnify and to hold GACC harmless from all claims by or liability to me, except for the claims arising out of GACC knowingly failing to correct a dangerous situation brought to its attention.

I have had sufficient opportunity to read this entire document, I understand it in its entirety, and I agree to be bound by its terms.

By signing this document, I acknowledge I may be found by a court of law to have waived my rights to maintain a lawsuit against GACC for any claim that I released by signing this document.

Participant Signature _____ Date _____

PARENT OR LEGAL GUARDIAN ADDITIONAL INDEMNIFICATION (Required for participants under 18 years old.)

In consideration of _____ (**print minors name**; hereinafter referred to as "Minor") being permitted to participate in or observe any activity while at GACC, I make this release and these representations stated above on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety. I further agree to indemnify and hold harmless GACC from any and all claims which are brought by, or on behalf of Minor or me, and which are in any way connected to the participation or observation of any activity at GACC by Minor. This Agreement applies to and binds myself, my children, my parents, my guardian, my heirs, my assigns, my personal representative and my estate.

I have read the "Granite Arch Gym Rules & Recommendations" with the Minor I am signing on behalf of, and it is my responsibility to ensure they understand and abide by said rules.

By signing below I am representing that I am a parent of the aforementioned Minor or I am their court appointed, legal guardian.

Parent/Legal Guardian **Signature** _____ Date _____

Parent/Legal Guardian **Print Name** _____

Relationship to Minor _____ Phone Number _____