

THE CAVE BOULDERING GYM
3150 Mercier Street Suite 641A, Kansas City, MO 64111

CLIMBING AGREEMENT
(Including Acknowledgment and assumption of risks and agreements of release and indemnity)

THIS IS A LEGALLY BINDING DOCUMENT. It affects your legal rights in the event you suffer an injury or other loss while using the facilities and services of The Cave Bouldering Gym or otherwise being on its premises. It must be signed by all Users and by a parent or court-appointed guardian of a User under 18 years of age. The parent or guardian (herein "Parent") agrees to these terms on his or her own behalf and on behalf of the User who is a minor.

In consideration of being allowed to use the premises, including the climbing wall and other exercise, fitness and training facilities and equipment of The Cave Bouldering Gym, the undersigned User and Parent, if applicable, acknowledge and agree as follows.

1. **The activities and risks:** The sport of wall climbing and the other activities of The Cave involve risks. These risks include falling, striking and being struck by climbing equipment and gear and other persons, the failure or improper operation of gear and equipment, misjudgment and carelessness of other persons including other climbers and visitors to the premises and the staff of The Cave, and other risks associated with the use of the Facilities and moving about the premises on and in which the Facilities are located. These risks are inherent in the use of the Facilities – that is, they cannot be eliminated without changing the nature of the intended use of the Facilities. Other risks may exist. The risks of the use of the Facilities, inherent and otherwise, may cause damage to property, personal injury and even death. User has no medical or other condition which might cause him or her to be a danger to User or to others.

2, **Acknowledgment and Assumption of Risks:** User hereby represents and warrants to The Cave that the User understands the activities and risks of the use of the Facilities including moving about the premises and is voluntarily assuming all such risks, inherent or otherwise and whether or not described above.

3. **Release:** I, an adult User or Parent of a User who is under the age of eighteen years, for myself and on behalf of the minor User, hereby **RELEASE AND AGREE NOT TO SUE** The Cave Bouldering Gym, and their respective officers, directors, owners, contractors, volunteers and employees (the "Released Parties") of and from any cause of action, claim, demand, right, damage, loss, expense or compensation of any nature whatsoever, including but not limited to any claim of negligence (but not gross negligence or intentionally wrongful conduct), which User, Parent or their respective heirs, personal representatives, and assigns may now have or have in the future against a Released Party on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to User's use of the Facilities, whether that use is supervised or unsupervised, and instructed or not.

4. **Indemnity:** I, an adult User, or Parent of a minor User for myself and on behalf of that minor, further agree to **INDEMNIFY AND HOLD HARMLESS** the Released Parties ("indemnify" meaning to protect and reimburse, including, among other costs and expense, attorneys fees and any increase in liability insurance premiums incurred by The Cave), from and against any and all causes of action, claims, demands, losses, or cost of any nature whatsoever, including claims of negligence of a Released Party (but not gross negligence or intentionally wrongful conduct) arising out of a loss caused by or suffered by User or Parent, relating to User's use of the Facilities.

5. User and Parent understand that The Cave is permitting User to use the Facilities in reliance upon the binding effect of this Agreement and upon User's and Parent's representations and warranties contained in this Agreement. They further understand that the rates charged by The Cave are based in large part upon their execution of this Agreement and User's commitment to abide by The Cave's Safety Policies set forth below.

6. User acknowledges that The Cave recommends and provides protective head gear, which may prevent permanent brain damage or other serious injury in the event of an accident. User acknowledges this risk and accepts full responsibility and User if an adult, and Parent if User is a minor, release The Cave from any and all liability for personal injury or other loss in any way related to the failure of User to wear protective head-gear.

7. This Agreement will govern use of the Facilities on the date on which it is signed and thereafter until it is withdrawn by written notice to The Cave. This Agreement is intended to be enforced to the fullest extent allowed by law on the persons signing below and on their respective heirs, executors administrators and family members. Any dispute between a Released Party and User or Parent will be governed by the substantive laws of the State of Missouri and any suit or mediation will be conducted solely in Jackson County, Missouri.

Welcome to The Cave Bouldering Gym! Please take time to read and complete our release form. A separate form must be completed entirely for each participant. PLEASE WRITE LEGIBLY!

Climber's First Name: _____	Climber's Last name: _____	Birth date: ___ / ___ / _____
Address: _____	City: _____	State: _____ Zip: _____
Phone (____) _____	E-mail: _____	Would you like to receive our e-mail newsletters? Yes___ No___
Emergency contact name: _____	Relationship: _____	Phone: (____) _____

*******THE CAVE BOULDERING GYM'S RULES AND POLICIES*******

Please initial on the line next to each statement.

- _____ All new participants MUST sign The Cave Bouldering Gym's release form before using any of The Cave's facilities including but not limited to: the boulders, children's walls, slack lines, training equipment, and hammock tree. Participants under the age of 18 MUST have a release form signed by a parent/legal guardian.
- _____ All participants will check in with the front desk upon arrival.
- _____ No horseplay (running, yelling, throwing objects, etc) will be permitted at The Cave.
- _____ No food or drinks are allowed on the carpeted areas.
- _____ The participant will not walk, run, stand, or climb underneath any other climbers on the wall unless he/she is actively spotting the climber.
- _____ The participant acknowledges the risks of bouldering and thus will use a spotter to minimize risks when falling.
- _____ Use of The Cave's highline is a privilege; users must be certified to obtain access of the highline.
- _____ User will not climb on top of any of The Cave's boulders (no "topping out.")
- _____ Children under the age of 14 must be accompanied by a parent/guardian at all times unless private lessons are scheduled in advance.
- _____ The Chauvet Boulder is reserved for climbers ages 14 and above with exception of members of The Cave Bouldering Gym's climbing team.
- _____ No loose chalk is allowed in The Cave! Chalk balls and/or liquid chalk only.
- _____ Only staff setters and pre-approved volunteer setters are permitted to set boulder problems, access the equipment room, and use route setting equipment (i.e. ladders, wrenches, drills, etc).
- _____ The Cave Bouldering Gym reserves the right of admission. The use of drugs and/or alcohol will not be permitted. Anyone suspected to be under the influence will not be admitted to climb at The Cave.
- _____ The participant will comply with all Cave staff safety/policy requests. Management has the right to suspend or terminate any participant's climbing privileges/ membership for violation of gym policy or rules. In such a case, there will be no refunds of any fees.

By initialing the statements above, I agree that I have read and understand The Cave Bouldering Gym's rules and policies.

Signature: _____ Name (printed): _____ Date: _____

Signature of parent if participant is under 18: _____ **Name (printed):** _____