

Release of Liability and Assumption of Risk



In consideration of the services of SLO-OP CLIMBING, LLC, Their officers, volunteers, participants, and all other persons or entities acting in any capacity on behalf (hereinafter collectively refers to as SLO-OP Climbing LLC) I hereby agree to release and discharge SLO-OP Climbing, LLC on behalf of my children, my parents, my heirs, assigns, personal, representation, and estate as follows:

1. I acknowledge that the activities involved in the use of any of SLO-OP CLIMBING, LLC's services or facilities, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, property, or to third parties. Such risks include, among others, equipment failure, falling climbers and negligence of spotters and other participants.
2. I expressly agree and promise to accept and assume all the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of SLO-OP CLIMBING, LLC. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SLO-OP CLIMBING, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this in this activity or my use of SLO-OP CLIMBING, LLC's equipment or facility, including any such claims which allege neglect acts or omissions of SLO-OP CLIMBING, LLC.
4. Should SLO-OP CLIMBING, LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of –all risks that my be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of California, without regard to its conflict of law rules.
7. I agree to abide by the rules of the facility.
8. I agree to carefully read the blood-borne pathogen policy posted in the facility.

By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SLO-OP CLIMBING, LLC on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.

I HAVE READ AND UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant: _____ Print Name: _____

Signature of Guardian if Participant is a minor: _____

Address: _____ Apt #: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

Orientation Checklist

As a climber, I understand that I require orientation and/or training before participating in climbing activities in this facility. I understand the facility may require me to pass an assessment or assessments prior to allowing me to participate in certain activities. I understand that if I need any additional assistance, orientation, instruction, training or assessment during my instruction, training or assessment from the climbing gym staff prior to participating in any activity for which I am not trained or qualified. My signature indicates that I understand the information above and that the climbing gym staff has presented this information to me.

Participant signature: _____ Date: _____

Facility Orientation

- Assess Climbing Experience
- Fitness to participate: any limiting conditions?
Consult a physician if unsure.
- Waiver agreement reviewed and signed
- Facility rules reviewed
- Posted warnings and locations
- Bouldering qualification overview
- Correct use of equipment
Appropriate equipment in good repair
Follow manufacturer's guidelines for use, care, inspection, and retirement
Get qualified instruction for a new or unfamiliar environment
- Policies for minors reviewed

Customer Initials: _____

Date: _____

Facility Rules and Procedures

- 501c7 Non Profit social club that manages the gym and activities
- Safe for notes and other things
- Accident Report Forms
- Music system
- Rental shoes
- 24/7 access
- No non members
- Check in procedure
- Closing out procedure (lights and roll up door)
- What crew are for
- No dogs
- No intoxicants
- Drive slowly
- Respect neighbors

Customer Initials: _____

Date: _____

Bouldering Orientation

- Inherent risks of bouldering
Holds can spin or break;
All falls are ground falls;
You will fall bouldering;
Falls may result in injury;
Injuries can be severe, etc.
- Facility rules for bouldering
Grading scale;
Topping out;
Age Restrictions
- Awareness of Surroundings
Clear Landing area;
Location of other climbers
- Purpose and limitations of padded flooring
No guarantee of safety;
Mitigation measure only;
Positioning and risks of supplemental pads
- Spotting Review
Spotting not required;
No guarantee of safety;
Purpose of spotting;
Spotting technique;
Position of spotter;
When to spot;
Hazards to spotters;
Limitations of spotting;
Spotting demonstration
- Downclimbing
- Falling technique

Customer Initials: _____

Date: _____