

**BOISE PEAK FITNESS: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS  
& RELEASE AND INDEMNITY AGREEMENT**

*All participants must fill out and sign this document (PRINT LEGIBLY)  
For participants under 18 yrs. of age, participant and parent(s) or guardian(s) must sign below*

Name \_\_\_\_\_ Date: \_\_\_\_\_  
Address \_\_\_\_\_ Email: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_ Birthday: \_\_\_\_\_  
Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Address \_\_\_\_\_ Telephone: \_\_\_\_\_

**INTRODUCTION**

Please read this Acknowledgment and Assumption of Risks and Release and Indemnity Agreement, including Introduction and Conclusion (the "Document") carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

*Parent(s) or Legal Guardian(s) (hereafter collectively "parent(s)") of any participating minor (hereafter sometimes "minor" or "child") shall sign this Agreement. Participating minors (those under the age of 18) shall also sign. "I," "me" or other first person references shall include both the parent and the minor, unless the context requires otherwise. References to "participant" include both minor and adult participants.*

**In consideration of the services of Boise Peak Fitness, Inc., its agents, owners, officers, employees, representatives and all other persons or entities associated with it (hereafter collectively "Boise Peak Fitness"), participant, including parent(s) of minor participants, agree as follows:**

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

**Engaging in climbing activities at Boise Peak Fitness's indoor rock climbing facility involves serious risks.** These activities vary but can include bouldering, climbing, belaying and rappelling on Boise Peak Fitness's artificial climbing walls, with or without Boise Peak Fitness staff present. I (and my parent(s), if I am a minor) acknowledge that participating in climbing activities involves risks. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. **These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. The following describes some, but not all of those risks, hazards and dangers:**

- 1.) **Risks involved in physical activity.** Activities vary, but can include lifting, climbing, rappelling, belaying and sustained use of a participant's arms and legs.
- 2.) **Risks in decision making.** Participants must make judgments and decisions as they participate in climbing activities. So, too, Boise Peak Fitness staff must make judgments and decisions as they teach climbing skills or assist participants. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in decision-making and conduct, including, without limitation, the risk that a staff member may misjudge a participant's abilities or fitness level.
- 3.) **Equipment failure or misuse. Equipment used includes, without limitation, artificial climbing holds and anchor points, ropes, slings, harnesses, climbing shoes and climbing hardware** which may be misused, or which can break, fail or malfunction. This includes participant's personal equipment or equipment rented or borrowed from Boise Peak Fitness.
- 4.) **Risks regarding conduct.** The potential that I, other participants or third parties (e.g. belayer, rescue squad, hospital) may act carelessly or recklessly or generally fail to exercise care.
- 5.) **Such other risks, hazards and dangers associated with rock climbing activities and the use of artificial rock climbing walls.**

**These and other risks, hazards and dangers may result in participants (for example): 1) falling partway or falling to the ground, 2) getting entangled in ropes or other equipment, 3) impacting the rock face, anchor points, or other projections, 4) colliding with or impacting objects or people. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.**

I understand that the above list is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in climbing activities which have not been disclosed to Boise Peak Fitness. I represent I am fully capable of participating in these activities without causing harm to me or others and I agree to follow all Boise Peak Fitness rules and regulations. I acknowledge that Boise Peak Fitness staff is, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of Boise Peak Fitness personnel is absolutely no assurance of my safety or the lessening of any of these risks. **Climbing is dangerous! In both supervised and unsupervised activities, I acknowledge that all participants are responsible for their own safety. My participation in these activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks. Therefore, I (and my parent(s), if I am a minor) assume and accept full responsibility for those risks identified here and for those risks not identified, and for injury, damage, death or other loss suffered by me resulting from those risks, or resulting from my own negligence or other conduct.**

**RELEASE AND INDEMNITY AGREEMENT**

Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights.

**Participant, if he/she is an adult, or parent(s), for themselves and on behalf of their participating minor child:**

- 1) **agree to release and covenant not to sue Boise Peak Fitness**, with respect to all claims, liabilities, suits or expenses (including attorneys fees and costs), arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in Boise Peak Fitness activities, or use of Boise Peak Fitness's climbing wall or other equipment and facilities. **I understand I agree here to waive all claims I may have against Boise Peak Fitness, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against Boise Peak Fitness, as a result of any injury, damage, death or other loss suffered by me or my child;**
- 2) **Agree to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **Boise Peak Fitness** with respect to all claims, liabilities, suits or expenses (including attorneys fees & costs):
  - (a) brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in Boise Peak Fitness activities, or use of Boise Peak Fitness's climbing wall or other equipment and facilities; or,
  - (b) brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in Boise Peak Fitness activities or using Boise Peak Fitness's climbing wall or other equipment and facilities.

**This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of Boise Peak Fitness (but not its gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.**

**CONCLUSION**

I agree that this Document and all other aspects of my relationship with Boise Peak Fitness are governed by Idaho state law. Further, any mediation, suit, or other proceeding arising out of or relating to my enrollment or participation in Boise Peak Fitness activities, must be filed or entered into only in the State of Idaho and Idaho state law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator.

I authorize Boise Peak Fitness staff to obtain or provide medical care for me/my child or to transport me/my child to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my child's health. I agree that Boise Peak Fitness has no responsibility for medical care provided to me/my child and I agree to pay all costs associated with such medical care and transportation.

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

**I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself and my family and my heirs, executors, representatives and estate.**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name Here \_\_\_\_\_ Accepted by: \_\_\_\_\_  
Staff

**Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above.**

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ Print name here \_\_\_\_\_