

# Contract and Release

This Contract and Release executed on \_\_\_\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_ city of \_\_\_\_\_, state of \_\_\_\_\_ hereinafter referred to as Releasor, and High Altitude Fitness, a Nevada corporation.

I, Releasor, being lawful age, legally competent, hereby acknowledge and agree that I have voluntarily applied to participate in artificial rock climbing, instruction, training conducted by High Altitude Fitness at it's location at 880 Northwood Boulevard, Incline Village, Nevada and that the execution of this Release is an important part of High Altitude Fitness's consideration for allowing me to climb, train, or receive instruction at its facility.

(initial the following)

1. Injury or death resulting from the negligence of the operators, employees, or volunteer assistants of High Altitude Fitness, or the negligence of other climbers, observers, designers, manufacturers or installers of the climbing wall;
2. Injury or death resulting from the failure or negligent misuse of the climbing wall equipment;
3. Injury or death resulting from the fall of other persons who may come into contact with me or from falls in which I come into contact with other persons;
4. Injury or death resulting from slips, trips or falls while using the climbing wall;
5. Injury or death resulting from the negligence or lack of adequate training of those persons at High Altitude Fitness who seek to assist with medical or other help either before or after injuries have occurred.

As material consideration for being permitted by High Altitude Fitness to participate in these activities and use their facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute High Altitude Fitness or any of its officers, directors, agents, lessors, affiliates, employees or contractors for any injury or damage resulting from the negligence or other acts, howsoever caused, by and person or entity as a result of my participation in artificial rock climbing. In addition, I hereby release and discharge High Altitude Fitness and its officers, directors, lessors, agents, affiliates, employees and contractors from all actions, claims or demands that I, my heirs, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury or damage resulting from my participation in any way in artificial rock climbing activities at High Altitude Fitness. This is a legally binding Agreement and by signing this Agreement, I acknowledge that I am giving up my right to bring court action to recover compensation or obtain any other remedy for any injury to myself or property or for my death however caused arising out of or engaging in indoor rock climbing activities at High Altitude Fitness.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND HIGH ALTITUDE FITNESS AND I HAVE SIGNED IT OF MY OWN FREE WILL. NO ORAL REPRESENTATIONS HAVE BEEN MADE TO ME THAT IN ANY WAY ALTER OR MODIFY THE TERMS OF THIS RELEASE.

PRINT NAME:

DATE:

SIGNATURE:

## TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR

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

SIGNATURE OF PARENT OR GUARDIAN

DATE: