

Terra Firma Youth Waiver



Participant Last Name:

Cell Phone:

Participant First Name:

Email Address:

Participant Middle Name:

May we email you:

Date of Birth:

Gender:

Address:

Emergency Contact:

City:

Relationship:

State:

Emergency Phone:

Zip Code:

Emergency Email:

Please read this document carefully. "Participant" includes, but is not limited to, any persons who visit any event, property or business owned and/or operated by TERRA FIRMA BOULDERING CO, LLC (referred to herein as "TERRA FIRMA") as an active or non-active participant in any TERRA FIRMA activities, an observer, a visitor or otherwise. This "Participant Release of Liability and Assumption of Risk" must be signed by all adult (eighteen years and older) Participants at any event, property or business owned and/or operated by TERRA FIRMA BOULDERING CO, LLC. If the Participant is a minor (seventeen years or younger), at least one parent or legally appointed guardian (parent and/or guardian being referred to in this document as "Parent") must sign as evidence of their agreement to these terms and conditions for themselves and, to the maximum extent allowed by law, on behalf of the minor Participant. If the minor is not accompanied by a Parent, the facility may require that the signature of the Parent be verified by a photocopy of the Parent's valid driver's license.

In consideration of being allowed to visit the event, property and/or business owned and/or operated by TERRA FIRMA, I, an adult Participant, or Parent of a minor Participant (for myself and on behalf of any minor for whom I am signing this agreement), acknowledge and agree as follows:

Activities and Risks

Activities offered by TERRA FIRMA include but are not limited to bouldering (at heights of approximately 16 feet) and, in a segregated area, individual and group fitness and exercise activities, including cardio and aerobic machines. Participants may move about the premises of the event, property and/or business owned and/or operated by TERRA FIRMA, including adjacent walkways and parking areas, and may gather on the adjoining lawn for special occasions. Activities require moderate to heavy physical exertion. The Participant, adult or minor, must have no mental or physical condition that might create risks to himself or herself or to others. TERRA FIRMA reserves the right to deny or terminate a Participant participation in its activities and/or events. property and/or business owned and/or operated by TERRA FIRMA, or remove the Participant from any of its properties and/or businesses owned and/or operated by TERRA FIRMA, at its sole discretion.

A Participant who has not received facility orientation must contact TERRA FIRMA staff immediately for that purpose. Bouldering activities will not be belayed, spotted or otherwise managed by TERRA FIRMA, although a climber may choose to be spotted by another Participant. Except by special arrangement, TERRA FIRMA staff have no responsibility to assist, supervise or even observe Participant. Participants share the responsibility for managing the risks of the activities, supervised or not, and being aware of and following all TERRA FIRMA policies and rules. Participants must pay attention to the condition of structures, holds and other equipment used by them and advise TERRA FIRMA staff of any damage caused or observed. I, an adult Participant or Parent, represent that I have read or will read the Rules

of TERRA FIRMA before making any use of the TERRA FIRMA'S facilities or allowing any minor for whom I am signing this agreement to use TERRA FIRMA'S facilities. If I am a Parent of a minor Participant, I have explained these responsibilities and Rules to such minor who assures me she, or he, understands them. I agree on behalf of myself and any minor for whom I am signing this agreement that I/ we will abide by these Rules and any specific request or instruction of TERRA FIRMA staff.

Participants will be exposed to risks including but not limited to, among others: overexertion; falls; abrupt contact with other persons, the climbing and other structures, machines and other equipment; falling climbers, dropped tools and hardware; the failure of machines and equipment, including, but not limited to, holds, pads and other flooring; and the carelessness, misjudgments, and negligence of other Participants and staff, including, for example, by improperly spotting and failing to follow proper procedures, instructions and operating policies. If outdoors, Participants will be exposed to the natural elements including inclement weather, plants and animals and uneven terrain, all of which can cause injury. Equipment used in and/or rented from TERRA FIRMA is accepted by the Participant "as is", without warranty of fitness, condition or otherwise. I understand that the description of risks above is not intended to be complete and that other unknown or unanticipated risks, inherent and otherwise, may be encountered. The risks described and others, including the possibility of negligence of other Participants and staff, are inherent in the activities of the facility and moving about its premises – that is, the risks cannot be eliminated without destroying the essential nature and the social and instructional value of the visit.

Assumption of Risks

Risks encountered by Participants, may result in all manner of trauma including but not limited to breaks, sprains, abrasions, serious injury, emotional upset and even death. I acknowledge that TERRA FIRMA staff has been available to answer questions I may have about the TERRA FIRMA's activities and risks. I hereby acknowledge the risks described above and their inherency, and that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks of the event, property and/or business owned and/or operated by TERRA FIRMA and its activities and moving about its premises, inherent or not, and whether or not described above. If I am the Parent of a minor Participant, I accept such risks on behalf of the minor and represent that I have discussed the activities and risks with the minor child, who understands and accepts them.

Release and Indemnity

I, an adult Participant or Parent (for myself, on behalf of the minor Participant who is my child or ward, and on behalf of our heirs, executors, legal representatives and estate), agree to release and not to sue TERRA FIRMA, their respective owners, managers, members, officers and staff or any volunteers or sponsors involved in activities related to the facility ("Released Parties") with respect to any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property suffered by me or by the minor Participant arising in whole or part from my (or the minor's) visit to the event, property and/or business owned and/or operated by TERRA FIRMA.

In addition, I, an adult Participant or Parent, agree, on behalf of myself, my heirs, executors, legal representatives and estate, to indemnify and hold harmless (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) the Released Parties from any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property brought by or on behalf of me, the minor Participant who is my child or ward, another Participant to the event, property and/or business owned and/or operated by TERRA FIRMA, a member of my or the minor's family or anyone else arising out of or in any way related to the use of the facilities of TERRA FIRMA by me, the minor, my family or the minor's family, another Participant to the facility or anyone else, including any loss caused by, or alleged to be caused by, me, the minor, another Participant to TERRA FIRMA or anyone else. I recognize the physical exertion involved in the event and attest and certify that I am physically fit to compete safely, and I have not been advised otherwise by a health care professional.

These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or

the reckless misconduct, willful and wanton misconduct or the gross negligence of a Released Party.

Additional Provisions

I acknowledge and agree to the following additional provisions: Medical: Understanding that TERRA FIRMA does not have medical personnel or treatment available to Participants, I authorize and grant permission to the facility to secure emergency medical treatment for myself or, if my minor child or ward is the Participant, for the minor. I have insurance sufficient to cover medical costs that may be incurred, and, in any event, I agree to be responsible for such costs.

Media Release: I consent to the reproduction and use by TERRA FIRMA of photographs, videos and other images and sound recordings of me or the minor without compensation and without further notice or authorization for advertising or other purposes. I release TERRA FIRMA and other Released Parties from any claim of violation of any personal and/or proprietary right I or the minor may have in connection with such representation or use.

Dispute Resolution: I, for myself and for the minor, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

I agree that any dispute between a Released Party and a Participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of Michigan. Any mediation or arbitration/suit shall take place only in Kent County, MI.

I have carefully read, understand and voluntarily sign this agreement, electronically or physically, and acknowledge that it shall be effective and binding upon me, my minor child or ward who is a Participant, and my, or the child's, family, heirs, executors, administrators and representatives. I agree that if any portion of this agreement is held by a court of competent jurisdiction to be not enforceable, the remainder of the agreement shall remain in full force and effect. In deciding to be a Participant, I, for myself and/or for the minor child, have not relied on any written or oral representations, statements or inducements other than those in this agreement.

This agreement, which consists of this and the preceding pages, will apply to my and/or to the minor's visits to any event, property and/or business owned and/or operated by TERRA FIRMA on this date and thereafter, unless and until it is replaced by a later written agreement which will apply to visits thereafter. This agreement is binding upon the undersigned and his/her following listed minor child or ward for whom the undersigned is signing this agreement, if any. I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities as to Terra Firma Bouldering Company, LLC."

Signature of Parent/Legal Guardian: _____

Date: _____

(18 years and older must sign)

Participant Name: _____

