

Birthday Party Form

RELEASE OF LIABILITY

ABC for KIDS 2829 Mapleton Ave, Boulder CO. 80301 Tel 303.443-KIDS

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by ABC for Kids, L.L.C., to engage in activities at its facility and/or participate in any program offered by ABC for Kids LLC or The Boulder Rock Club/Total Climbing., I agree to the following waiver and release and I make the following representations:

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, including climbing on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls and equipment, bad decision making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may have become loose or damaged, and freakish accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing and I agree that said list in no way limits the extent or reach of this release. **I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISK INVOLVED.** _____ (initial)

I voluntarily agree to assume all risk of personal injury, including paralysis and death, that may occur while I am in the facility, or participating in any event or program or while I am climbing anywhere at anytime, whether or not under supervision of ABC for Kids, L.L.C. personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless, and defend ABC for Kids, L.L.C., it's successors, assigns, officers, employees, and wall designers and builders, hold manufacturers lessors and agents from all liability for any such damage, injury, paralysis, or death which may result. **This release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of ABC for Kids, L.L.C. or the other parties released.** _____ (initial)

I am in good health and have no physical limitations that would affect my safe use of the facilities. I agree to pay attention to the state of any ropes, anchors and other equipment I may use, and to advise staff members if I do any damage or notice damage. I certify that I have read the posted rules, and I agree to abide by these rules and any future rules, and if staff makes a specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills; and I agree to seek qualified instruction before attempting to climb outdoors. _____ (initial)

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. If under the age of 18, this release must be signed by the parent/guardian of the minor, and I agree to indemnify and hold harmless ABC for Kids, L.L.C. and the other released parties in the event a minor member of my family sues them or any one of them. _____ (initial)

I understand that this release is a contract. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. _____ (initial)

Child's Name _____ **Age** _____ **Birthday Family** _____

Email Address: _____

Cell Phone _____ **Home Phone** _____ **Date of Birth** _____

Address _____ **City, State, Zip** _____ **Accepted By** _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR

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

Signature of Parent/Guardian

Date