



## BASECAMP WAIVER OF LIABILITY

PARTICIPANT LAST NAME: \_\_\_\_\_ PARTICIPANT FIRST NAME: \_\_\_\_\_

PARTICIPANT MIDDLE NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_/\_\_/\_\_ CELL/HOME: (\_\_\_\_)\_\_\_\_-\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_ POSTAL: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ CAN WE EMAIL YOU? Y / N

EMERGENCY CONTACT: \_\_\_\_\_ EMERGENCY PHONE: (\_\_\_\_)\_\_\_\_-\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

**INITIALS [ ] 1. ASSUMPTION OF ALL RISK.** I understand that rock climbing is dangerous. I understand that there is a significant risk of serious physical injury, including paralysis and death and other damages inherent in indoor and outdoor climbing, bouldering and physical fitness training activities (including but not limited to yoga, weight-lifting, and cross-training) and in my (or the Minor's) use of Basecamp facilities and instruction relating to these activities. These risks and hazards can include, but are not limited to, injuries arising from falling and striking objects or other people; being struck by falling objects or people; failure of any part or all of the climbing structures, flooring systems, building or training and fitness apparatus; defective, worn, uneven, separated or additional flooring or pads; hazards created by additional pads; falling and failing to land on a pad; failure and/or breakage of climbing holds; failure of climbing hold anchoring systems and hardware; failure of anchoring systems, anchors and belay devices used to secure climbing anchors and ropes; falling because of improper use of ropes and safety equipment; strained or sprained muscles, joints and connective tissue; broken bones; personal injury, including paralysis, death, illness, property damage, and other losses. Injury or death can arise from errors in judgment, from lack of training or information, from the negligence of me (or the Minor), Basecamp and its employees or agents or other parties, as well as the risks normally associated with athletic endeavors. I understand that such serious risks of harm and death cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that my (or the Minor's) use of Basecamp facilities and any instruction or knowledge I (or the Minor) obtain(s) at those facilities **IS NOT** sufficient to prepare me (or the Minor) for the dangers and risks of indoor and outdoor climbing. **I CERTIFY THAT I (OR THE MINOR) UNDERSTAND(S) CLIMBING, BOULDERING, AND PHYSICAL FITNESS TRAINING ACTIVITIES EXPOSE ME (OR THE MINOR) TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME AND ACCEPT ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY (OR MINOR'S) PARTICIPATION IN INDOOR OR OUTDOOR ROCK CLIMBING ACTIVITIES AND THE USE OF ABP FACILITIES OR EQUIPMENT.**

**INITIALS [ ] 2. WAIVER OF LIABILITY AND INDEMNIFICATION.**

In consideration of, and as partial payment for, the right to use Basecamp's facilities, I RELEASE BASECAMP AND ITS REPRESENTATIVES, OWNERS, EMPLOYEES, INSTRUCTORS, MEMBERS, AGENTS, CONTRACTORS, GUESTS, AND ALL OTHERS ASSOCIATED OR AFFILIATED WITH BASECAMP (COLLECTIVELY THE "RELEASED PARTIES") FROM ALL CLAIMS AND LIABILITIES OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, CLAIMS OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES THAT MAY ARISE FROM MY (OR THE MINOR'S) PARTICIPATION IN ROCK-CLIMBING ACTIVITIES OR USE OF BASECAMP FACILITIES OR EQUIPMENT. I EXPRESSLY AGREE NOT TO SUE THE RELEASED PARTIES AND HEREBY WAIVE ALL CLAIMS AND LIABILITIES AGAINST THE RELEASED PARTIES INCLUDING, WITHOUT LIMITATION, CLAIMS FOR NEGLIGENCE ON THE PART OF THE RELEASED PARTIES ARISING FROM MY (OR THE MINOR'S) PARTICIPATION IN ROCK CLIMBING ACTIVITIES OR USE OF BASECAMP FACILITIES OR EQUIPMENT. FURTHERMORE, I EXPRESSLY AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE RELEASED PARTIES FROM ALL CLAIMS AND LIABILITIES INCLUDING, WITHOUT LIMITATION, CLAIMS FOR NEGLIGENCE ON THE PART OF THE RELEASED PARTIES ARISING FROM MY (OR THE MINOR'S) PARTICIPATION IN ROCK CLIMBING ACTIVITIES OR USE OF BASECAMP FACILITIES OR EQUIPMENT. I EXPRESSLY ACKNOWLEDGE THAT IN SIGNING THIS AGREEMENT, I AGREE TO DEFEND AND INDEMNIFY THE RELEASED PARTIES FROM ALL CLAIMS AND LIABILITIES ARISING FROM ALL ACTS OR OMISSIONS, INCLUDING THOSE OF THE RELEASED PARTIES' OWN NEGLIGENCE, THAT THE MINOR, IF APPLICABLE, EVER HAD OR MAY HAVE ARISING FROM THE MINOR'S PARTICIPATION IN ROCK CLIMBING ACTIVITIES OR USE OF BASECAMP FACILITIES OR EQUIPMENT.



INITIALS [ ] 3. I AGREE TO ABIDE BY ALL BASECAMP RULES.

STAFF INITIALS [ ]

I certify that by signing this Agreement, I have read and agree to abide by all Basecamp rules contained in written form as well as verbal directions that may be given by Basecamp staff or employees.

#### RULES AND GUIDELINES

As an active guest of Black Hills Basecamp, I subscribe to all of Basecamp's following rules and guidelines and hereby acknowledge that all Basecamp visitors must:

- Have a Black Hills Basecamp "Waiver of Liability" on file at our gym.
- Be 18 years of age (or have written consent of the parent/legal guardian required at the bottom of our waiver).
- Pay the proper entry fee for every visit to enter Black Hills Basecamp. (Members are not allowed to bring in guests who have not paid and claim responsibility for the behavior of guests who they bring into the facility.)
- Keep member entry fobs private to themselves.
- Place all belongings in lockers or proper storage cubicles.
- Keep the walkways and exits clear of traffic.
- Keep all property of Black Hills Basecamp inside the facility
- Leave every climbing hold in the spot it was placed by Basecamp's setting team.
- Allow right of way to other climbers who were first on a route on any given section of wall.
- Always have a spotter when bouldering and understand that a climber risks serious injury, death, or dismemberment if climbing unspotted.
- Stand clear of any climbers' potential fall zone unless spotting.
- Remain less than 10 feet above Basecamp's Foam Flooring System (with the lowest body part) while climbing.
- Make every effort to avoid creating a mess (chalk spills, trash, food or beverage spills, etc) and clean up any mess they make.
- Be 18 years of age or be accompanied by a parent, guardian, or member of our staff in order to use the weight/fitness room.
- Respect and obey all local laws and respect the neighboring businesses.
- Submit to Black Hills Basecamp's right to withdraw the membership or guest privileges of any individual, permanently or for a specified period of time, for violating any of Basecamp's rules and guidelines, for any conduct that is viewed as unsafe or inappropriate, or for any other reason a Basecamp staff member sees fit.

INITIALS [ ] 4. I AM PHYSICALLY QUALIFIED TO PARTICIPATE.

I certify that I (and the Minor, if applicable) have no physical limitations or medical conditions that would impair my (or their) ability to fully and safely use Basecamp facilities. I agree to inform Basecamp of any conditions that may have any effect on my (or their) ability to fully and safely use Basecamp facilities, so that a determination can be made as to the proper course of action.

INITIALS [ ] 5. BINDING AGREEMENT.

The parties to this Agreement intend the Agreement to be binding, to the fullest extent of the law, on all parties signing below, a Minor visitor, if applicable, and all their respective successors, heirs, executors, administrators, and family.

INITIALS [ ] 6. OTHER PROVISIONS.

- This agreement constitutes the complete and sole agreement between you and Basecamp and its representatives, owners, employees, instructors, members, agents, contractors, guests, and all others associated or affiliated with Basecamp. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding.
- **BASECAMP'S REPRESENTATIVES, OWNERS, EMPLOYEES, INSTRUCTORS, MEMBERS, AGENTS, CONTRACTORS, GUESTS, AND ALL OTHERS ASSOCIATED OR AFFILIATED WITH BASECAMP HAVE NO AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING.** This agreement covers my use of Basecamp facilities as well as my participation in all Basecamp activities and all associated events.
- **THE LAWS OF THE STATE OF SOUTH DAKOTA SHALL GOVERN THIS AGREEMENT. VENUE FOR ANY ACTION SHALL BE PENNINGTON COUNTY, WASHINGTON.**

**Severability:** If any provision of this agreement or its application to any person or circumstance is held invalid or void, the remainder of the agreement and its application to other persons or circumstances is not affected and remains in full force and effect.

**I AM FULLY AWARE OF THE CONTENTS OF THIS AGREEMENT AND RELEASE, AND HAVE READ AND UNDERSTAND ALL OF THE TERMS. THE TERMS OF THIS AGREEMENT BIND ME, MY FAMILY (INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS), HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS. I recognize that if I have any questions regarding my waiver of rights, I should consult an attorney.**

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ (IF PARTICIPANT IS A MINOR):  
SIGNATURE OF PARENT/GUARDIAN: \_\_\_\_\_

PRINTED NAME : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_