



“Inspiring Helena to Fitness”

Broadwater

Athletic Clubs & Hot Springs

West Side

4220 Hwy 12 W
443-5777

East Side

607 N. Lamborn
443-6045

AGREEMENT, RELEASE AND WAIVER OF LIABILITY

THIS IS A LEGALLY BINDING AGREEMENT: By signing this Agreement, Release and Waiver of Liability you waive your right to bring a court action to recover compensation or to obtain any other remedy for injury to yourself or your property or for your death, however caused, arising out of your use of the Broadwater Athletic Club Climbing Wall and/or your participation in its events and activities. All references to the Broadwater Athletic Club are all inclusive of the Broadwater Racquet Club and the Broadwater Athletic Club and Hot Springs.

IN CONSIDERATION of my being permitted to use the climbing facilities of the Broadwater Athletic Club Climbing Wall facilities (hereinafter Broadwater) and to participate in events and activities sponsored in whole or in part by the Broadwater Athletic Club, and for myself, my relatives, heirs, dependents, assigns and personal representatives, I hereby make the following agreement, release and waiver of liability (hereinafter “Agreement”):

ACKNOWLEDGEMENT OF RISK AND COVENANT NOT TO SUE

I ACKNOWLEDGE THAT THERE ARE SIGNIFICANT AND INHERENT RISKS AND HAZARDS INVOLVED IN THE SPORT OF ROCK CLIMBING AND IN THE USE OF THE FACILITIES OF THE BROADWATER. Without limiting the extent or reach of the release and covenant not to sue that I make herein, I recognize that those risks and hazards include, but are not limited to:

- ◆ All manner of injury resulting from falling off of the climbing wall and hitting the floor or the climbing wall’s or any adjacent structure’s faces and projections, whether permanently or temporarily in place;
- ◆ Rope abrasion, entanglement and other injuries resulting from various activities on or near the climbing wall including but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope technique;
- ◆ Injuries resulting from falling climbers or dropped items including but not limited to ropes or climbing hardware;
- ◆ Cuts and abrasions resulting from skin contact with the climbing wall or floor;
- ◆ Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing structure;
- ◆ Injuries or death resulting from a violation of the safety policies of the Broadwater or the directions of its operators or employees;
- ◆ Damage, injuries or death occasioned by the negligence of other users of the Broadwater, including belayers;
- ◆ Injuries resulting from the construction of the climbing walls, including the failure of the climbing holds;
- ◆ Injuries resulting from impact with the landing surfaces;
- ◆ Injuries to the bones, joints and tendons, including but not limited to stress injuries;
- ◆ Personal medical situations complicated or aggravated by climbing activity; and
- ◆ Injuries that occur as a result of the lack of adequate training of those persons who may seek to assist with medical or other help before or after other injuries have occurred.

By signing this Agreement I ACCEPT FULL RESPONSIBILITY FOR MY OWN WELFARE AND, TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE ANY FUTURE CLAIMS FOR LIABILITY WHICH I MAY OTHERWISE BE ENTITLED TO BRING, AND I AGREE NOT TO SUE THE BROADWATER RACQUET CLUB (Broadwater Athletic Club and Hot Springs), its directors, officers, employees, agents and representatives, the BUILDERS and INSTALLERS of the Broadwater Athletic Club’s Climbing Wall and CLIMBERS, VOLUNTEERS, or PARTICIPANTS in activities at the Broadwater Athletic Club’s Climbing Wall facilities, FOR INJURY, DAMAGES, OR DEATH RESULTING FROM RISKS AND HAZARDS INHERENT IN MY ACTIVITIES AT THE BROADWATER ATHLETIC CLUB’S CLIMBING WALL FACILITIES, including but not limited to those risks and hazards specifically identified above.

RELEASE, INDEMNIFICATION AND REPRESENTATIONS

I represent that I am voluntarily using the Broadwater Athletic Club's Climbing Wall facilities and voluntarily participating in activities and events sponsored in whole or in part by the Broadwater Athletic Club's Climbing Wall facilities and in full knowledge of the significant and inherent risks and hazards involved, and for myself, my heirs, dependents, assigns, and personal representatives, I ASSUME SUCH RISKS and thereby WAIVE AND RELEASE THE Broadwater Athletic Club, its directors, officers, employees, agents and representatives, the BUILDERS and INSTALLERS of the Broadwater Athletic Club's Climbing Wall facilities and CLIMBERS, VOLUNTEERS, or PARTICIPANTS in activities at the Broadwater Athletic Club's Climbing Wall facilities, from and against any and all causes of actions, claims, or demands of any nature whatsoever, including but not limited to claims of NEGLIGENCE, which I, my relatives, heirs, dependents, assigns and personal representatives may now have or have I the future on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the Broadwater Athletic Club's facilities and/or participation in Broadwater Athletic Club's Climbing Wall facilities activities and events whether that use is supervised or unsupervised, however the injury is caused, including but not limited to the NEGLIGENCE of the above-named releasees.

If any provisions of this Agreement is held to be void or unenforceable under any law, I agree that the unlawful portion shall be deemed stricken and that all remaining provisions shall continue to be valid and binding upon me. In the event that a provision is stricken, I agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. By signing this Agreement I intend to release those persons named above from any liability occasioned by my use of the Broadwater Athletic Club's Climbing Wall facilities and/or participation in Broadwater Athletic Club's Climbing Wall activities and events. I acknowledge that the fees and dues that I have paid to the Broadwater Athletic Club to use its Climbing Wall facilities and participate in activities and events have been based upon all users and participants executing this and similar agreements releasing the Broadwater Racquet Club from any all liability to the fullest extent permitted by law.

I represent that, for my own safety and for the safety of other users of the Broadwater Athletic Club's Climbing Wall facilities, I have made myself aware of the policies and rules of the Broadwater Athletic Club Climbing Wall facilities and agree to abide by and to help enforce those policies and rules. I recognize that the policies and rules may change from time to time and in consideration of my continued use of the Broadwater Athletic Club's Climbing Wall facilities I agree to abide by such changes. I hereby acknowledge receipt of a copy of the Broadwater Athletic Club's Climbing Wall facilities current policies and rules.

I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT, RELEASE AND WAIVER OF LIABILITY ARE LEGALLY BINDING, AND I CERTIFY THE I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL, HAVING CAREFULLY READ IT AND HAVING AN UNDERSTANDING OF ITS CONTENTS.

NOTE: This agreement, release and waiver of liability form is not intended to exempt Broadwater Athletic Club from its own negligence, as provided in M.C.A. 28-2-702.

IN WITNESS WHEREOF, this instrument is duly executed at Helena, Montana, on _____ 20____.

Name: _____ D.O.B. _____ Age: _____

Status (check all that apply): ___ BAC Member ___ HCA Member ___ Guest

Address: _____ City: _____ State & Zip: _____

In Case of Emergency Contact: Name: _____ Phone: _____

User's Signature

User's Name, Printed Clearly

I as parent or guardian of the above minor under 18 years of age, hereby agree to the terms and conditions set forth in this Agreement, Release and Waiver of Liability

Parent/Guardian if User is under 18 years of age.

Address

City, State & Zip Code