



## VOLUNTEER WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of United States Competition Climbing Association d/b/a USA Climbing (“USA Climbing”) allowing the undersigned Volunteer (referred to as “I”, “me”, “my” or “myself”) to serve as a Volunteer in any USA Climbing camps, clinics, symposiums, tryouts, practices, competitions, championships and related activities that are sanctioned or approved by USA Climbing, including USA Climbing: Adaptive, USA Climbing: Bouldering, USA Climbing: Speed, USA Climbing: Sport, USA Climbing: National Cup Series, and USA Climbing: Exhibition events (the “Event” or “Events”); I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Volunteer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”);

- 1. I hereby represent that (i) I am in good health and in proper physical condition to serve as a Volunteer in connection with the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely to serve as a Volunteer for the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate as a Volunteer for the Event, and that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event.
2. I agree that it is my responsibility to be familiar with my duties as a Volunteer and to abide by the Rules and Regulations established for the Event. I hereby agree to perform all of my Volunteer duties in a professional and highly competent manner, to the best and full limit of my abilities at all times and in accordance with applicable law. I shall promptly and faithfully comply with all reasonable instructions, directions, requests, rules and regulations of the Event Organizers. I hereby accept responsibility for my own conduct and actions while serving as a Volunteer in connection with the Event.
3. I understand and acknowledge the risks and dangers associated with the sport of climbing and my participation as a Volunteer at the Event and related activities, including without limitation, the potential for serious bodily injury, sickness and disease; muscular-skeletal injuries and strains; permanent disability, paralysis and loss of life; physical or emotional injury; social or economic losses; and loss of or damage to personal property and equipment. Risk and dangers include, but are not limited to: accidents, contact or collision with other Volunteers, event participants, natural or manmade objects, including artificial climbing surfaces; imperfect premises and climbing conditions, including loose and/or damaged artificial holds; surface hazards; falling to the ground, onto other individuals or objects, or being fallen upon by other Volunteers; abrasions from walls, ropes, holds, or the floor; the condition and adequacy of my equipment; equipment failure; belay failure; inadequate safety measures; climbing beyond my personal limits; Volunteers of varying skill levels; the negligence of other Volunteers, climbers, belayers, volunteers, spectators, or other persons present at the Event; inaccurate or poorly informed judging; inappropriate application of rules or standards; adverse weather conditions (for outdoor events); situations beyond the immediate control of the Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (“Risks”). I understand that such Risks cannot be eliminated without diminishing the essential qualities of the sport of climbing, and that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others serving or participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation as a Volunteer in the Event.
4. To the fullest extent permitted by law, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Climbing; the United States Olympic Committee (USOC); the Event Owner(s), Director(s), Promoter(s), Regional Coordinators and Local Organizing Committee(s); Event Sponsors and Advertisers; Event Officials, Judges, Scorekeepers, Belayers, Routesetters, Coaches, Trainers, Clubs, Teams and Athletes/Competitors; Owners or Lessors of Premises used to conduct the Event; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to my participation as a Volunteer in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.
5. I acknowledge that this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Colorado. Any suit or action filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement shall be filed in the State of Colorado.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

NAME OF VOLUNTEER (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_
X \_\_\_\_\_
Signature of Volunteer Date Signed

### Parental Consent (required if the Volunteer is less than 18 years of age)

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor’s participation as a Volunteer at the Event(s). If, despite this Agreement, I, or anyone on the minor’s behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

NAME OF PARENT/LEGAL GUARDIAN (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_
X \_\_\_\_\_
Signature of Parent/Legal Guardian Date Signed