



## USA Climbing Waiver

### PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT Waiver Form for ADULTS (Age 18 or older)

FOR AND IN CONSIDERATION of USA Climbing allowing the undersigned Participant (referred to as "I", "me", "my" or "myself") to participate in any USA Climbing camps, clinics, symposiums, tryouts, practices, competitions, recreation, training, championships and related activities that are sanctioned or approved by USA Climbing, including Adaptive, Bouldering, Collegiate, Sport, Speed and Exhibition events or opportunities (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 Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.

I understand and acknowledge the risks and dangers associated with participation in Event and the sport of climbing and related activities, including without limitation, the potential for serious bodily injury, sickness, and disease (including communicable 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 participants, volunteers, 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 participants; 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; participants of varying skill levels; the negligence of other participants, 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; situations beyond the 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 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 in any Event.

I understand and agree to be familiar with and to abide by the Bylaws, Rules, regulations, and standards established by USA Climbing, including for the Event, established for the benefit and safety of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event and understand that USA Climbing has the authority to restrict and/or remove me from participation in the Event for any reason they deem just and proper in their sole discretion.

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 attorney's fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate to my participation 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.

I hereby warrant that I am of legal age and competent to enter into this Agreement, 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, 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.



**PARTICIPANT WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**  
**Waiver Form for MINORS (Under Age 18)**

FOR AND IN CONSIDERATION of USA Climbing allowing the minor identified below ("**Minor**") to participate in any USA Climbing camps, clinics, symposiums, tryouts, practices, competitions, recreation, training, championships and related activities that are sanctioned or approved by USA Climbing, including Adaptive, Bouldering, Collegiate, Sport, Speed and Exhibition events or opportunities (**the "Event" or "Events"**); I, for myself, and on behalf of Minor, and the Minor's parents/legal 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 Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event. I agree that I am responsible for the Minor's safety and well-being at all times and under all circumstances while at the Event

I understand and acknowledge the risks and dangers associated with the Minor's participation in Event and the sport of climbing and related activities, including without limitation, the potential for serious bodily injury, sickness, and disease (including communicable 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 participants, volunteers, 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 participants; abrasions from walls, ropes, holds, or the floor; the condition and adequacy of the Minor's equipment; equipment failure; belay failure; inadequate safety measures; climbing beyond the Minor's personal limits; participants of varying skill levels; the negligence of other participants, 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; situations beyond the 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 the Minor's own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages,



liabilities, losses or expenses which I incur as a result of the Minor's participation in any Event.

I understand and agree that the Minor is required to be familiar with and to abide by the Bylaws, Rules, regulations and standards established by USA Climbing, including for the Event, established for the benefit and safety of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event and understand that USA Climbing has the authority to disqualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.

On behalf of the Minor, 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 attorney's fees) of any kind or nature (**"Liability"**) which may arise out of, result from, or relate to the Minor's participation 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, the Minor, 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 Liability which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement on behalf of the Minor, 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.