



Climbing Club-Recreation-Fitness

CIBA CLIMBING
PARTICIPANT AND LIABILITY WAIVER AGREEMENT

Participant Name: _____ **Birth Date:** _____
(Please print legibly)

Street: _____ **Phone:** _____

City: _____ **State:** _____ **Zip:** _____

Email: _____

Emergency Contact Name/Relationship: _____ *Emergency* Contact Phone: _____

USER TERMS AND CONDITIONS

1. Ciba Climbing and any of its employees, directors, officers, agents, representatives, or assigns (hereinafter "Ciba") reserves the right in its sole discretion to refuse entry, or to remove the participant named above, including his/her Guest ("Participant") from Ciba's property (the "Facility") or from participation in any activity organized by Ciba outside of the Facility, including but not limited to portable wall climbing or guided instruction in the outdoors (hereinafter "Outside Activities") for any reason whatsoever. Any such refusal of entry or removal by Ciba shall be in its sole discretion.
2. Ciba shall not be responsible for the safekeeping, loss, theft or damage of any Participant's property or the property of any Guest of Participant that is brought into the Facility or brought on any Outside Activity.
3. Participant shall comply with and observe all rules and regulations of Ciba and the terms and conditions of this Agreement at all times and shall assure that his/her Guest(s) complies with and observes the same.
4. Should Participants or his/her Guest(s) damage or break any of Ciba equipment or property, Participant shall be liable for the reasonable cost of necessary repairs or replacements to such equipment or property.
5. Ciba is authorized by the Participant to use, store or transfer, as Ciba may consider necessary, the Participant's personal information, for any and all purposes in connection with the Facility and services provided by Ciba and/or for the purpose of promoting, improving and furthering the interests of Ciba. Participant acknowledges this may include posting their photos and/or names online, and/or in publications.
6. Any delay or failure by Ciba to exercise its rights and/or remedies under this Agreement does not constitute a waiver of any of such right or remedy.
7. The terms and conditions herein (as amended from time to time) constitutes the entire agreement between the Participant and Ciba (other than the Ciba's Membership Agreement if Participant is a Member) regarding the Participant's use of the Facility and supersedes all previous agreements, understandings and arrangements, written or oral, between the Participant and Ciba in relation to such matters.
8. In the event of an emergency, Ciba is authorized to notify the person(s) listed under Participant's emergency contact information.

CIBA LIABILITY WAIVER

I (Participant) understand that roped climbing, bouldering, weight lifting, cardiovascular training, yoga, and other activities now available or that may become available at the Facility in their various forms, as well as preparation in, coaching or spotting, volunteering, and all other aspects involved with these activities ("collectively referred to hereinafter as "Activities") are inherently dangerous activities involving many RISKS, DANGERS, AND HAZARDS. These risks, dangers, ad hazards include but are not limited to, falling, collision with objects, people or structures, being struck by other participants or objects, loose holds or other equipment failure, the actions of other participants including negligence or inexperience of the Participant's partner(s), overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events or circumstances. I understand the INJURIES



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OF ALL TYPES ARE A COMMON AND ORDINARY OCCURANCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in the participation of the Activities. I also understand that maintenance of the Facility and equipment, training, coaching, instruction, supervision, enforcement or lack thereof of any rules or regulations, route setting, or any added safety measures (hereinafter "Associated Activities") by Ciba, its subsidiaries, affiliates, officers, directors, employees, volunteers, agents, coaches, instructors, contractors, representatives, competition organizers and sponsors, and equipment providers do not and cannot guarantee my safety.

I (Participant) hereby represent that I am fit and suffer from no adverse health condition or effect that would limit my ability to participate in any Activities offered by Ciba.

I (Participant) hereby represent that any of my own equipment that I use at the Facility is safe and in no way shall Ciba be liable for any damages caused to myself or a third party for any failure of any such equipment.

I (Participant) hereby represent that I have conducted a thorough visual inspection of the Facility and equipment I will be using and I am aware of any potential hazards associated with the Facility and/or such equipment.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Activities and the Associated Activities, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT, OR EVEN FATAL INJURIES, even if I follow the instructions or advice of Ciba

Initials _____

RELEASE

In consideration of Ciba's acceptance of my membership application or day use of the Facility, and in spite of the risk of severe or permanent injury or even death, the undersigned agrees as follows:

1. I (Participant) hereby unconditionally WAIVE AND RELEASE ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND OR NATURE AGAINST CIBA, AND ANY MANUFACTURERS OR DISTRIBUTORS OF EQUIPMENT USED BY CIBA, RELATED IN ANY WAY TO THE ACTIVITIES OR THE ASSOCIATED ACTIVITIES. THIS WAIVER AND RELEASE INCLUDES BUT IS NOT LIMITED TO ANY SUCH CLAIMS OR CAUSES OF ACTION, present or future, related to injury or damage to Participant, his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Participant engaging in any Activities and from Associated Activities, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of Ciba.
2. Participant agrees to hold harmless, defend and indemnify Ciba from any claim or action, present or future, related to injury or damage to Participant, his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) **suffered by any person from or in connection with Participant's participation in any Activities and from Associated Activities**, due to any cause whatsoever including negligence and/or breach of express or implied warranty on the part of Ciba.
3. Participant hereby RELIEVES CIBA OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities, Outside Activities or Associated Activities in which Ciba is involved in any way.
4. In the event Participant does suffer any type of damages or injury, Participant shall notify Ciba immediately of any such occurrence or cause.
5. Participant authorizes Ciba to stabilize, obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of Ciba medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS Ciba of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Participant also authorizes disclosure of any protected medical information in the possession of Ciba that is necessary to provide, coordinate or manage members healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.



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- 6. This Liability Waiver shall continue in effect in perpetuity so that each time Participant or Member uses the Facility or participates in any Outside Activities from the date this waiver is signed forwarded he/she shall be bound by the terms and conditions herein.
- 7. If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.
- 8. This Participant and Liability Waiver Agreement shall be governed by Arizona law, without regard to conflicts of laws principles. In addition, Member agrees that jurisdiction and venue for an action or claims arising out of or relation to this Membership Agreement shall be in the United States District Court for the District of Arizona located in Phoenix, Arizona or in the Third District Court of the State of Arizona.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

SIGNATURE: _____ **DATE:** _____

**SIGNATURE OF PARENT OR LEGAL GUARDIAN REQUIRED
FOR PARTICIPANTS UNDER THE AGE OF 18**

As the parent or legal guardian of the minor child Participant named above, I hereby make and enter into each and every agreement, representation, waiver, and release described above on behalf of myself, Participant, and any other parent or legal guardian of the Participant, intending that they be binding on me, The Participant, and our respective heirs, executors, personal representative, administrators and assigns. By affixing my signature below I represent that intend to give up my right, the right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against Ciba arising out of Participant’s participation in any Activities or related in any way to the Associated Activities. I further agree to hold harmless, defend, and indemnify Ciba of an from any claims from third parties arising from or related to the minor child Participants’ participation in any Activities or Associated Activities.

PARENT OR LEGAL:
GUARDIAN’S SIGNATURE: _____ **DATE:** _____
(18 years and older only)

PRINTED NAME: _____
(please print legibly)