



THRILLSEEKERS, INC.
 dba Thrillseekers Sport Climbing & Equipment
 1912 S. Broadway Denver, CO 80210
 PH 303.733.8810 FX 303.733.8829

RELEASE FORM

Today's date ___/___/___

Participant's Information - Please print clearly

Name _____	Home phone # (_____) _____
Home address _____	Date of birth (if under 21 yrs.) ___/___/___
City _____ State _____ Zip _____	Emergency contact # (_____) _____

Acknowledgment Of Risk, Release Of Liability, Waiver Of All Claims, Covenant Not To Sue

In consideration of the Participant's admission to Thrillseekers to engage in rock climbing activities, bouldering, rappelling, climbing classes, competitive events, weight lifting, and other activities on the premises, (both inside and outside) of Thrillseekers, the undersigned hereby acknowledge and agree to the following:

- Climbing or bouldering** on artificial walls **has inherent risks, both known and unanticipated**, which could result in serious **physical injury, damage to property or third parties, paralysis, or death. I understand such risks cannot be eliminated.** Such risks include but are not limited to: falling from, or on, rock walls, projections, structures, both permanent and temporarily in place, or on the floor or landing surface, or cuts or abrasions from contact with the walls, or rope abrasions, or failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall structure.
- The **undersigned hereby assume all risks** of participation in activities including but not limited to those listed above, whether such risks are caused by the negligence of Thrillseekers, any person or other participants, equipment failure or otherwise.
- The **undersigned**, or anybody representing Participant, hereby **fully release and waive any and all claims**, demands, suits, actions, causes of action at law or in equity, foreseen and unforeseen, discharge and agree not to sue, Thrillseekers, and its officers, directors, employees and representatives of each, from any and all liability to the undersigned, their personal representatives, executors, administrators, heirs and assigns **for any and all damage and injury or death** of the Participant.
- The **undersigned** agree to **indemnify and hold harmless** Thrillseekers and its officers, directors, agents, employees, or representatives, or otherwise, **from any loss, liability or damage**, including all actual costs and attorney's fees that may incur in any suit, demand, legal action, or claim of any nature made by the undersigned or any representative of the undersigned, arising from the Participant's admission to Thrillseekers, **whether such injury, damage, or death** is alleged to or did result from the negligence of any person, or otherwise.
- The undersigned has **full and sole responsibility** for the **safety and well being of all minors** whom I have invited to Thrillseekers for **as long as they are on the premises**. The undersigned further certifies that **I am not currently mentally impaired or under the influence of drugs or alcohol**, and am legally competent to understand and sign this document.
- The undersigned acknowledge and agree that this **Acknowledgment of Risk and Release of Liability** shall be kept in Thrillseekers' business records and **shall remain in full force and effect at all times** the Participant is on Thrillseekers premises. In the event an action or lawsuit is filed, the undersigned stipulate and agree to venue and jurisdiction in Colorado. The undersigned further agrees that the invalidity of any provision set forth herein shall in no way affect the validity of any other provision set forth herein.
- The **undersigned has fully read and understands** the statements made above and **voluntarily signs** this Acknowledgment of Risk and Release of Liability, and agrees **no oral representations, warranties, statements or agreements**, apart from this Agreement have been made to them.

By signing this document, I **certify that I am at least 18 years of age, OR, I am the parent or legal guardian** of the Participant and I agree to each of the above terms on his or her behalf. **I understand that climbing is dangerous.** I have had sufficient opportunity to read and understand this entire document and **I agree to be bound by its terms.**

Signature of Participant,
 Parent, Legal Guardian: _____ Date ___/___/___

Clearly **printed** name
 of signer from above: _____ Phone (_____) _____

NOTE: Any Release Form signed off premises must be notarized.
 Subscribed before me, this
 _____ day of _____,

Signature of Notary Public
 My commission expires ___/___/___

**NOTARY
 STAMP**

Part 2. CONTRACT TO FOLLOW BASIC SAFETY PRACTICES FOR ALL PARTICIPANTS:

I, the undersigned user of Thrillseekers accept full responsibility for my own safety and the safety of other climbers while on these premises, and I further agree to abide by the following Climbing Safety Practices:

1. No one may climb or belay until they have demonstrated safe tie-in and belay skills to a Thrillseekers Staff Member, unless I am a Visitor, and tied in and belayed by a Thrillseekers employee, or a tested and certified adult belayer.
2. Belayers must be at least 12 years old, belay tested, and may not belay Visitors or children under 12 years .
3. Children under 12 years must have parent or adult supervision at all times and must be belayed by an adult.
4. Climbers will tie the rope directly into a commercially manufactured harness with a Figure 8 follow through knot.
5. Belayers will use a commercially manufactured belay device along with a locking carabiner attached to the belayer's harness. No hip belays and no belaying directly from floor anchors or wall anchors.
6. Climbers and belayers must double check each other and use verbal commands (on belay, etc.) before beginning each climb.
7. Helmets are required for all climbers unless they have read and signed the Helmet Waiver Clause below.
8. No unbelayed climbing (bouldering) more than 10 feet over the landing surface.
9. No loose chalk is allowed in chalk bags while climbing. Air quality is improved through the use of chalk balls.

CONTRACT TO FOLLOW SAFETY PRACTICES WHEN BOULDERING:

1. Boulderers must keep their head below the stenciled climbers.
2. Always give 'right of way' to roped climbers, as they cannot move laterally.
3. 'Spot' partners and other boulderers whenever there is danger of an awkward landing.
4. Use chalk balls or keep your chalk bag on the ground. Chalk dust must be kept to a minimum. Consider the rights of other's to breath air free of your chalk dust.

CONTRACT TO FOLLOW SAFETY PRACTICES WHEN CLIMBING ON LEAD:

1. All climbers must pass a lead test before climbing on lead, and a lead belay test before belaying any lead climber.
2. Never 'Z' clip or 'back clip' the quickdraws, and always clip both anchors before lowering.
3. Lead climbers must clip all quickdraws designated for the route climbed, before climbing past the quickdraws.
4. No following or 'seconding' of lead routes is allowed on Thrillseekers' premises.
5. Lead ropes must be checked out at the front counter (\$1.00 daily rental) and returned when no longer in use.
6. No deliberate runouts or long falls are allowed.
7. Unsafe or incorrect leader practices may result in a re-test or suspension of lead climbing privileges at Staff's discretion.

Participant's signature (mandatory) _____ Date ___/___/___

Part 3. HELMET WAIVER CLAUSE: Signature required, if at any time you will not wear a helmet.

I, the undersigned user of Thrillseekers am aware of the dangers inherent in climbing and bouldering, including the risk of a serious fall. I am further aware that the use of a protective helmet could prevent permanent brain damage in the event of an accident, and that Thrillseekers' Safety Rules require helmet use. Against this requirement and safety advice, I am refusing this important safety precaution.

Participant's signature _____ Date ___/___/___

Thrillseekers is not responsible for lost or stolen items. Locks are available free at the counter.

For Thrillseekers' Staff use only			
Figure 8 test passed ___/___/___ initials _____	Top rope belay test passed ___/___/___ initials _____	Lead belay test passed ___/___/___ initials _____	Lead climb test passed ___/___/___ initials _____
A red X here, ___ indicates this participant is a Visitor, not allowed to tie in or belay, and may climb <u>only</u> with a tested and certified adult belayer.			
Computer Number assigned to this participant: _____		Thrillseekers Staff Signature _____	