

PURE BOULDERING LLC
PARTICIPANT AND LIABILITY WAIVER AGREEMENT
(INCLUDING ASSUMPTION OF RISK AND AGREEMENTS OF RELEASE AND INDEMNITY)
USER TERMS AND CONDITIONS

Participant Name: (Last) _____ (First) _____

Address: _____ **Zip Code:** _____ **City:** _____ **State:** _____

Phone: _____ **Birthdate:** (MM/DD/YYYY) ____/____/____ **Email:** _____

Emergency Contact: _____ **Emergency Contact Phone:** _____

1. PURE BOULDERING LLC, a Colorado Limited Liability Company and any of its employees, directors, officers, agents, representatives, or assigns (hereinafter "Pure Bouldering" or "PURE BOULDERING") reserves the right in its sole discretion to refuse entry, or to remove the participant named above, including his/her Guest ("Participant") from Pure Bouldering's property (the "Facility") or from participation in any activity organized by Pure Bouldering outside of the Facility, including but not limited to portable wall climbing, slack-lining or guided instruction in the outdoors (hereinafter "Outside Activities") for any reason whatsoever. Any such refusal of entry or removal by Pure Bouldering shall be in its sole discretion.
2. Pure Bouldering 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 Outdoor Activity
3. Participant shall comply with and observe all rules and regulations of Pure Bouldering and the terms and conditions of this Agreement at all times and shall assure that his/her Guest(s) complies with and observe the same.
4. Should Participant or his/her Guest(s) damage or break any of Pure Bouldering's equipment or property, Participant shall be liable for the reasonable cost of necessary repairs or replacements to such equipment or property.
5. Pure Bouldering is authorized by the Participant to use, store or transfer, as Pure Bouldering may consider necessary, the Participant's personal information, for any and all purposes in connection with the Facility and services provided by Pure Bouldering and/or for the purpose of promoting, improving and furthering the interests of Pure Bouldering. Participant acknowledges this may include posting their photos and/or names online, and/or in publications.
6. Any delay or failure by Pure Bouldering 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 Pure Bouldering (other than Pure Bouldering'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 Pure Bouldering in relation to such matters.
8. In the event of an emergency, Pure Bouldering is authorized to notify the person(s) listed under Participant's emergency contact information.
9. This agreement gives Pure Bouldering permission and consent to the taking of photographs, videotapes, and other images of participant, and agrees that the images may be published and used by Pure Bouldering for promotion, advertising, publicity and any purpose that Pure Bouldering considers appropriate without any compensation to the participant, minor participant or minor participants family or guardian.

PURE BOULDERING LIABILITY WAIVER

I (Participant) understand that roped climbing, bouldering, slack-lining: involving moving across a rope or webbing at heights from four inches to as many as sixty feet off the ground, sometimes supported by a belay depending on height or other circumstances (indoor or outdoor), 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 for participation 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. This agreement affects the legal rights of participants and their families, and should be read carefully. These risks, dangers and hazards include, but are not limited to, falling, collisions 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), cuts, abrasions, trauma, overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events or circumstances. I understand the INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURANCE of the Activities. I know 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 Pure Bouldering, 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. The above lists do not describe all possible risks associated with the activities of Pure Bouldering, its facilities and premises and the list doesn't not limit the extent or scope of the assumption of risk, release and indemnity.

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 Pure Bouldering.

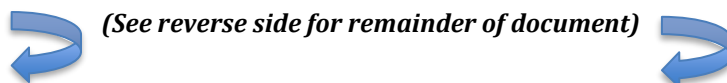
I (Participant) hereby represent that any of my own equipment that I use at the Facility is safe and in no way shall Pure Bouldering be liable for any damages caused to myself or a third party for any failure of any such equipment.

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 Pure Bouldering.

Participant, Parent or Legal Guardian's Signature: _____ **Date:** _____
(18 years or older only)

Printed Name: _____
(Please print legibly)



PURE BOULDERING LLC PARTICIPANT AND LIABILITY WAIVER AGREEMENT RELEASE

In consideration of Pure Bouldering’s acceptance of my membership application or day use of the Facility, and despite 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 CUASES OF ACTION OF ANY KIND OR NATURE AGAINST PURE BOULDERING, AND ANY MANUFATURERS OR DISTRIBUTORS OF EQUIPMENT USED BY PURE BOULDERING, 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 CUASES 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 implied warranty on the part of PURE BOULDERING.

2. Participant agrees to hold harmless, defend and indemnify Pure Bouldering 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 ever including negligence and/or breach of express or implied warranty on the part of Pure Bouldering.

3. Participant hereby RELIEVES PURE BOULDERING OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities, Outside Activities or Associated Activities in which Pure Bouldering is involved in any way.

4. In the event Participant does suffer any type of damages or injury, Participant shall notify Pure Bouldering immediately of any such occurrence or cause.

5. Participant authorizes Pure Bouldering to stabilize, obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of Pure Bouldering 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 Pure Bouldering 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 Pure Bouldering that is necessary to provide, coordinate or manage member’s healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

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 forward 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 Colorado law, without regard to conflicts of laws principals (not including laws which might apply the laws which might apply the laws of another jurisdiction); any suit or mediation of the dispute will take place solely in El Paso County, Colorado.

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.

Participant, Parent or Legal Guardian’s Signature: _____ **Date:** _____
(Signature or Parent of Legal Guardian require for participant 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 Participant, intending that they be binding on me, the participant, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below, I represent that I intend to give my right, the right 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 Pure Bouldering of 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 or older only)

Printed Name: _____
(Please print legibly)