

**CLIMBER AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK  
940 SNOWBOARDS, INCORPORATED DBA 940 ROCK CLIMB**

In consideration of the services of 940 Snowboards Incorporated, the owners of 940 Snowboards Incorporated, its agents, Owners, officers, employees, and all other persons or entities acting in any capacity on its behalf, I hereby Agree to release and discharge 940 Snowboards Incorporated, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the activity I am about to engage in bears known risks and unanticipated risks that could result in injury, death, illness, disease, emotional distress, or damage to myself, to property or to third parties. The following describes some, but not all, of those risks: climbing on, or falling off, the artificial climbing structures, falling to the ground, on other users or being fallen on by other users, abrasions from the walls, ropes, pads, or the floor, equipment failure, belay failure, or climbing out of control or beyond ones personal limits.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify 940 SNOWBOARDS INCORPORATED. BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST 940 SNOWBOARDS INCORPORATED, ITS AGENTS, OWNERS, OFFICERS, EMPLOYEES, OR ANY OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY ON ITS BEHALF, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED SUCH INJURY OR DAMAGE.
4. Should 940 SNOWBOARDS, INCORPORATED, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
5. I certify that I have health, accident and liability insurance to cover any bodily injury or property damage I may suffer while participating in this even, or else I agree to bear the costs of such injury or damage myself.

My signature below indicates that I had sufficient opportunity to read this entire document, that I have read it, and that I understand it, and that I understand it affects my legal rights. I agree to be bound by its terms.

Print Name:	
Telephone Number:	(     )
Address:	
City and State:	
Zip Code:	
Today's Date:	
Sex: M / F (circle)	Date of Birth:
Signature of Participant:	

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
(Must be completed for participants under the age of 18.)

In consideration of \_\_\_\_\_ (print minor's name)  
("Minor") being permitted by 940 SNOWBOARDS INCORPORATED to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless 940 SNOWBOARDS INCORPORATED, from any and all CLAIMS that are brought by, or on behalf of the Minor, and which are in any way connected with such use or participation by the Minor.

Parent or Guardian: \_\_\_\_\_ Print Name \_\_\_\_\_

Today's Date: \_\_\_\_\_