

**ABC FOR KIDS CLIMBING II, LLC
GYM VISITOR AGREEMENT**

Name of Visitor		Date of Birth	
Address	City	State	Zip Code
Home Phone	Cell Phone	Email Address	
Guardian #1	Relation to Visitor	Guardian Phone Number	
Guardian #2	Relation to Visitor	Guardian Phone Number	

Please read this document carefully. It must be signed by all adult (eighteen years and older) visitors to the ABC FOR KIDS II, LLC in Boulder, Colorado (the “Gym”) or other site of a Gym activity. It must be signed also by a parent or legal (court appointed) guardian (each “Parent”) of a minor visitor who is identified as a member of the Parent's family in the enrollment records of the Gym. “Visitor” as used in this agreement refers to persons who visit the climbing gym or other site, whether or not they are actually participating in an activity of the Gym.

In consideration of the services of the Gym, I, an adult Visitor, or Parent of a minor Visitor (Parent, for myself and, to the maximum extent allowed by the laws of the State of Colorado, on behalf of the minor Visitor), acknowledge and agree as follows:

Activities: Activities offered by the Gym (“Activities”) include the following: indoor wall climbing and bouldering (at approximate heights of 24’ and 16’ feet respectively); outdoor rock climbing; overnight camping; weight and fitness training; and jujitsu classes. Transportation to other activity sites is by foot or gym-owned vehicles driven by gym staff. Visitors may move about the premises of the Gym and other activity sites, including adjacent walkways, lawns and parking areas. The Visitor, adult or minor, must have no mental or physical condition that might create risks to himself or herself or to others. The Gym reserves the right to deny or terminate a Visitor’s participation in its activities, or remove the Visitor from the premises, at its sole discretion.

Activities require moderate to heavy physical exertion. New climbers will require orientation and training with respect to certain activities. Bouldering activities will not be belayed, spotted or otherwise managed by the Gym, although a climber may choose to be spotted by another Visitor. Except by special arrangement, Gym staff has no responsibility to assist, supervise or even observe Visitors, adult or minor. A belay test will be given for top roped activities, and Visitors will receive instruction in the use of auto belays. Children under the age of 14 are not allowed to belay except in a supervised class or otherwise supervised by an adult who is belay certified by the Gym unless the child is a member of the Team. Visitors share the responsibility for managing the risks of the activities, supervised or not, and must follow all Gym policies and rules. Visitors,

including Parents of minor Visitors, must pay attention to the condition of structures, holds and other equipment used by them and advise staff of any damage caused or observed. I, an adult Visitor or Parent, represent that I have read or will read the Rules of the Gym, which are posted within the Gym, and agree that I, or, if applicable, the minor Visitor, will abide by these Rules and any specific request or instruction of staff. If I am a Parent of a minor Visitor I have explained these responsibilities and Rules to the minor child who assures me that she, or he, understands them. The Gym reserves the right to limit or remove any Visitor who does not abide by the Rules.

Helmet Policy: Opinions vary within the industry regarding the use of helmets in indoor climbing and bouldering. ABC requires helmets in its outdoor climbing programs. ABC urges its climbers and families to investigate the protections and hazards of helmet use indoors, and act accordingly. ABC has helmets available, but is not responsible for injuries that arise from using or failing to use a helmet.

Risks: Visitors will be exposed to risks including, among others: overexertion; falls, abrupt contact with other persons, the climbing and other structures, machines and other equipment; falling climbers, and dropped tools and hardware; the failure of machines and equipment, of holds, pads and other flooring, and the carelessness and misjudgments, including negligence, of other Visitors and staff, including by improperly belaying and spotting and failing to follow proper procedures, instructions and operating policies. If outdoors, Visitors will be exposed to the natural elements, including rock fall, inclement weather, plants and animals and uneven terrain, all of which can cause injury. Transportation to outdoor climbing activities will expose Visitors to risks of travel by motor vehicle, including collisions and other accidents. Visitors may be exposed to communicable and other diseases, including the Coronavirus (COVID-19, “the virus”), discussed below. I understand that the description of risks above is not intended to be complete and that other unknown or unanticipated risks, inherent and otherwise, may be encountered. The risks described, and others, including the possibility of negligence of other Visitors and staff, are inherent in the activities of the Gym and moving about its premises and other activity areas – that is, they cannot be eliminated without destroying the essential nature of the visit and its social and instructional value.

COVID-19: The Gym will employ a number of strategies to reduce the chance of infection by the Coronavirus and related illnesses, including COVID-19. The cooperation of Visitors in this effort is essential. Visitors must read carefully, understand and comply with the following protocols:

Screening:

Only registered climbers currently enrolled may enter the gym.

Everyone entering the gym will receive a health screening by the gym.

If the answer to any of the following is “yes”, the Visitor may not enter the facility.

- Has Visitor or anyone in Visitor’s household traveled outside of the state or country in the past 14 days?
- Is Visitor or anyone in the Visitor's household experiencing any of the following symptoms: fever over 100.4, muscle soreness, cough, sore throat, shortness of breath, or changes in sense of taste or smell?

Safety Measures:

- Face masks must be worn at all times inside the facility.
- Visitors must supply their own masks. They will not be provided by the gym.

- All Visitors must maintain at least 6 feet of social distancing.
- Wash hands frequently (before, during, and after climbing).
- **All areas will have capacity limitations including** the ABC Room, Tree House and Moon Room.
- No cash transactions will be accepted at this time.

These rules and guidelines are subject to change based on local and state public health guidelines. Visitors must read carefully, understand and comply with ABC staff instructions and posted signage. Visitors must ask questions if they are not clear about aspects of these Protocols.

Assumption of Risks: Risks encountered by Visitors, climbing or simply moving about activity areas and the premises (including walkways, parking areas and lawn), may result damage to personal property, and all manner of trauma including breaks, sprains, abrasions, illnesses and serious disease, emotional distress, physical injury and even death. I hereby acknowledge the risks described above and their inherency, and acknowledge that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks of the Gym and its activities, indoors and out, inherent or not, and whether or not described above. If I am the Parent of a minor visitor, I am fully informed of the nature of the activities and risks, I understand them and have discussed them with the minor child, who understands and accepts them.

Release and Indemnity: I, an adult Visitor or Parent (Parent, for myself and, to the extent allowed by the laws of the State of Colorado, on behalf of the minor Visitor), agree to release and not to sue ABC For Kids II, LLC, and their respective owners, managers, members, officers and staff (“Released Parties”) with respect to any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property suffered by me or by the minor Visitor, arising in whole or part from my (or the minor Visitor’s) visit to the Gym or outdoor climbing sites, including transportation to and from those sites. In addition, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney’s fees) Released Parties from any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property, brought by me or by or on behalf of the minor Visitor, another Visitor to the Gym or other activity site, a member of my, or the minor Visitor’s, family, or anyone else, arising out of or in any way related to a loss suffered by me or the minor Visitor, or caused by me or the minor Visitor.

These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by my or the minor Visitor’s becoming infected by, or infecting others with, a communicable disease, including the Coronavirus. These agreements include claims of negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

Additional Provisions: I acknowledge and agree to the following additional provisions:

Medical: Neither I nor a minor Visitor for whom I sign has any physical or mental condition which would cause us to be a danger to ourselves or to others. Understanding that the Gym does not have medical personnel or treatment available to Visitors, I authorize and grant permission to the Gym to secure emergency medical treatment for myself or the minor Visitor. I have insurance sufficient to cover medical costs that may be incurred, and in any event I agree to be responsible for such costs.

Media Release: I consent to the reproduction and use by the Gym of photographs, videos and other images and sound recordings of me, or the minor Visitor, without compensation, for advertising or other purposes. I release the Gym and other Released Parties from any claim of violation of any personal and/or proprietary right I or the minor Visitor may have in connection with such representation or use.

Contact Tracing: If infection by the Coronavirus or other communicable disease is suspected at the Gym or other activity site, and contact tracing is sought by a governmental health authority, I agree that the Gym may give to that authority whatever information it has which would enable the authority to contact me, as an adult Visitor or Parent.

Dispute Resolution: I, for myself and for the minor Visitor, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor Visitor and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of Colorado. Any mediation or suit shall take place only in that state, and any suit must be brought and maintained only in Boulder County, Colorado.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my minor Visitor, and my, or the minor Visitor's, family, heirs, executors, administrators and representatives. I agree that if any portion of this Agreement is held by a court of competent jurisdiction to be not enforceable, the remainder of the agreement shall remain in full force and effect. In deciding to be a Visitor, I, for myself and/or for the minor Visitor, have not relied on any written or oral representations, statements or inducements other than those in this agreement. Any question I have had concerning the activities and risks has been answered to my satisfaction by the Gym staff.

This agreement will apply to my, or to the minor Visitor's, future visits to the Gym and other activity sites until it is replaced by a later document which applies to visits thereafter.

Printed Name of Visitor (if Visitor is an adult)	Printed Name of Parent (if Visitor is a minor)	
Signature of Visitor (if Visitor is an adult)	Signature of Parent (if Visitor is a minor)	Date