

# 2016 BOULDER BASH CLIMBING COMPETITION

## LIABILITY RELEASE AGREEMENT

**READ CAREFULLY, THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

Participant's Name: Last \_\_\_\_\_ First \_\_\_\_\_ Age \_\_\_\_\_ Phone Number \_\_\_\_\_

Participant's Mailing Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**I UNDERSTAND** that participating in the 2016 Boulder Bash Climbing Competition (hereinafter, the "Event"), involves inherent and other risks, including risks of **SERIOUS INJURY and/or DEATH**. Some of the risks associated with the Event include, but are not limited to: falling from boulders, rock fall, uneven padding, uneven ground, equipment failure and/or malfunction, navigating uneven terrain, unpredictable weather conditions, unpredictable rock conditions, traveling between bouldering venues, and the negligence of Event organizers, participants and spectators. **I VOLUNTARILY CHOOSE** to participate in the Event despite the risks involved and **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY AND/OR DEATH**, whether known or unknown, that may result from my participation in the Event.

**I AGREE TO FULLY AND FOREVER RELEASE SPORTS EXCHANGE, INC. ("TAHOE SPORTS HUB")**, its shareholders, officers, directors, employees, owners, agents, clients, parent companies, subsidiaries and/or affiliates (collectively referred to as "Releasees"), **FROM ANY AND ALL LIABILITY, INCLUDING THAT ARISING FROM MY INJURY, DEATH, PROPERTY LOSS, OR OTHER DAMAGES** caused by my participation in the Event, or which is in any way connected to my participation in the Event, whether or not such injury, death or property damage was caused by the alleged **NEGLIGENCE** of Releasees, another participant in the Events, or any other person or cause, including the selection, maintenance or use of equipment, facilities, courses or transportation to the fullest extent allowed by law. **I FURTHER AGREE** that this release applies to me, my family, my personal representatives, my heirs, agents, successors and assigns.

**I FURTHER AGREE to DEFEND, INDEMNIFY and HOLD HARMLESS** Releasees for any loss or damage, including any that results from claims or lawsuits for personal injury, death, or personal property damage related in any way to use of equipment and/or my participation in the Event, even if said loss or damage is a result of any of the Releasee's alleged Negligence.

**I ACKNOWLEDGE** that the equipment used in climbing is subject to unforeseen stress and damage which may cause it to break or become dysfunctional without warning. **I UNDERSTAND** that the TAHOE SPORTS HUB makes no general, express or implied warranty of any kind regarding its climbing equipment and **I ACCEPT** the use of its equipment in its "as is" condition without warranty.

**I REPRESENT** that I have no medical or health reason why I should not participate in the Event.

**I, or as parent or guardian on behalf of the minor child (the "Minor), ACCEPT** for use **AS IS** any equipment provided to me, and I accept full responsibility for the care of any equipment while it is in my, or if a parent or guardian, the Minor's, possession. **I WILL BE RESPONSIBLE** for replacement, at full retail value, of any the equipment rented or borrowed during my participation in the Event that is not returned at the end of the Events.

**I HEREBY GRANT** exclusive permission to Releasees for the use of my name, photograph, or video for the purpose of publicity, public relations, editorial, or other advertising purposes, without restriction as to frequency or duration, and/or the promise of compensation.

**I HEREBY ACKNOWLEDGE** this Agreement is governed by the applicable laws of the State of California. **I FURTHER AGREE** that any action involving the parties or issues within the scope of this Agreement must be instituted and prosecuted in the Town of Truckee, Nevada County, California. If any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

**I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND ITS TERMS.**

Participant's Signature: \_

Date: \_\_\_\_\_

**PARENT/GUARDIAN: I VERIFY** that I am the parent or guardian of the Minor participant and I am at least 18 years of age. **I have authority** to enter into this Agreement on behalf of the Minor. **I have read this Agreement and agree to be bound by its terms. I agree to fully and forever RELEASE, INDEMNIFY and HOLD HARMLESS the Releasees** from any and all claims brought by or on behalf of the Minor, **even if said claims arise from Releasees' alleged Negligence.**

Parent/Guardian's Signature: \_

Date: \_\_\_\_\_