

## AGREEMENT, RELEASE, AND WAIVER OF LIABILITY

Pursuant to Montana Code Annotated §27-1-753, BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.

In consideration of my being permitted to use the facilities of Spire Climbing Center, 13 Enterprise Blvd., Bozeman, Montana 59718 ("SCC"), and to participate in Activities (defined below) and events sponsored in whole or in part by SCC, and for myself, my relatives, heirs, dependents, assigns and personal representatives, I hereby make the following agreement, release, and waiver of liability ("Agreement"):

### DEFINITION

For the purposes of this Agreement, the term "Activities" means all activities, whether supervised or unsupervised and whether onsite or by virtual classes, engaged in by users of SCC's facilities. Without limiting the generality of the preceding sentence Activities may include roped climbing, traversing, bouldering, campus and hangboard training, weightlifting, strength and cardio training, fitness training, aerial dance, yoga, zumba, pilates, "Leap of Faith," challenge courses, rope and rope ladder climbing, rope swings, slacklining, dry tool ice climbing training, indoor and outdoor play activities in and on SCC's facilities and grounds, adaptive climbing, and rope and rescue systems training and practice.

### ACKNOWLEDGMENT OF RISK AND WAIVER

I acknowledge that there are significant risks and hazards, both known and unknown, inherent in climbing and other Activities and in the use of SCC's facilities. Without limiting the extent or reach of the release and waiver that I make herein, I recognize that those risks and hazards include, but are not limited to:

- All manner of injury resulting from falling and hitting the landing surfaces (including the floor), climbing walls, other structures or equipment, whether permanently or temporarily in place;
- Rope abrasion, entanglement and other injuries resulting from various Activities on or near the climbing wall including but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope technique;
- Injuries resulting from falling climbers or dropped or detached items including but not limited to ropes, climbing hardware or holds;
- Injuries resulting from construction of the climbing walls, including failed or loose climbing holds and anchors;
- Injuries resulting from failure or misuse of ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing structure;
- Damage, injuries or death occasioned by the negligence of other users of SCC, including belayers;
- Injuries or death resulting from a violation of the safety policies of SCC or the directions of its operators or employees;
- Cuts and abrasions resulting from skin contact with the climbing wall or floor;
- Musculoskeletal injuries, including but not limited to stress injuries;

- Personal medical situations complicated or aggravated by the Activities;
- Potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); and
- Injuries that occur as a result of inadequate training of those persons who may seek to assist with medical or other help before or after other injuries have occurred.

By signing this Agreement I ACCEPT FULL RESPONSIBILITY FOR MY OWN WELFARE and, to the fullest extent permitted by law, I WAIVE ANY FUTURE CLAIMS FOR LIABILITY that I may otherwise be entitled to bring against Spire Climbing Center, LLC, Spire Holdings, LLC, their respective members, managers, employees, agents, and representatives, the builders and installers of SCC's facilities, and other climbers, volunteers, or participants in Activities at SCC, for injury, damages or death resulting from risks and hazards inherent in my Activities at SCC, including but not limited to those risks and hazards specifically identified above.

### RELEASE AND INDEMNIFICATION

I represent that I am voluntarily using SCC and voluntarily participating in Activities and events sponsored in whole or in part by SCC, and with full knowledge of the significant and inherent risks and hazards involved, and for myself, my heirs, dependents, assigns and personal representatives, I ASSUME SUCH RISKS AND HEREBY WAIVE AND RELEASE HARMLESS Spire Climbing Center, LLC, and Spire Holdings, LLC, and their respective members, managers, employees, agents, and representatives, the builders and installers of SCC's facilities, and other climbers, volunteers or participants in Activities at SCC (collectively, the "Releasees") from and against any and all causes of action, claims or demands of any nature whatsoever, which I, my relatives, heirs, dependents, assigns, and personal representatives may now have or have in the future on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of SCC and/or participation in SCC Activities and events whether that use is supervised or unsupervised, however the injury is caused, including but not limited to the negligence of the above-named Releasees to the fullest extent permitted by law.

I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS Spire Climbing Center, LLC, and Spire Holdings, LLC, and their respective members, managers, employees, agents, and representatives, from and against any and all causes of action, claims, demands, losses, expenses (including attorney's fees), and other costs of any nature whatsoever arising out of or in any way related to my use of SCC and/or participation in SCC Activities and events.

By signing this Agreement I intend to release the Releasees from any liability occasioned by my use of SCC and/or

participation in SCC Activities and events. I acknowledge that the fees and dues that I have paid to SCC to use its facilities and participate in Activities and events have been based upon all users and participants executing this and similar agreements releasing Spire Climbing Center, LLC, and Spire Holdings, LLC, from any and all liability to the fullest extent permitted by law.

**REPRESENTATIONS**

I represent that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in Activities or events, or else I agree to bear the costs of such injury or damage myself.

I represent that I have watched the Facility/Bouldering Orientation video in its entirety and know that it is my responsibility to seek further assistance, orientation, instruction, training or assessment from SCC staff prior to using any equipment or participating in any Activities in which I am not familiar, trained or qualified.

I represent that, for my own safety and for the safety of other users of SCC facilities, I have made myself aware of SCC's policies and rules, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among users of SCC's facilities, and agree to abide by them and help enforce them. I recognize that the policies and rules may change from time to time and, in consideration of my continued use of SCC facilities, I agree to abide by such changes. I hereby acknowledge that by watching the Orientation video I have been made aware of SCC's current

policies and rules and have had the opportunity to review them online at [www.spireclimbingcenter.com/rules-safety](http://www.spireclimbingcenter.com/rules-safety).

I understand that indoor climbing is not the same as outdoor climbing, and I acknowledge that I have been advised to seek qualified instruction before attempting to climb outdoors.

**MEDIA RELEASE**

SCC and other participants may photograph or videotape those participating in SCC Activities. I agree that SCC may use photographs and recordings of my likeness and image for any reasonable purposes including, but not limited to, marketing purposes and as evidence in any legal proceedings.

**OTHER**

If any provision of this Agreement is held to be void or unenforceable under any law, I agree that the unlawful portion shall be deemed stricken and that all remaining provisions shall continue to be valid and binding upon me. If a provision is stricken, I agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

I further agree that this Agreement will remain in full force and effect and apply to my subsequent visits to SCC facilities until it is revoked or modified by a subsequent written document. My future participation in SCC Activities and events and my use of SCC's facilities is evidence of my continuing acceptance of the terms and conditions of this Agreement and my willingness to be bound by it.

**PARTICIPANT INFORMATION (PLEASE PRINT LEGIBLY)**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Gender: M / F

Street Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

E-mail Address: \_\_\_\_\_  Check to receive Spire Newsletters and deals by e-mail

Emergency Contact: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

**I understand that the terms of this Agreement, Release, and Waiver of Liability are legally binding, and I certify that I am signing this document, consisting of two (2) pages, of my own free will, having carefully read it and having an understanding of its contents. I REPRESENT THAT I AM 18 YEARS OF AGE OR OLDER, or that this Agreement has been reviewed and signed by my parent or court-appointed guardian.**

**Participant Signature:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_, 20\_\_\_\_

<p><b>If Participant is under 18 years of age please complete this section:</b></p> <p>I, as parent or court-appointed guardian of the above Participant under 18 years of age ("Minor"), in consideration of Minor being permitted by SCC to participate in its Activities and to use its equipment and facilities, hereby (i) agree to the provisions of this Agreement, Release, and Waiver of Liability; (ii) represent that I have reviewed the Facility/Bouldering Orientation video and provided the information therein to the Participant; and (iii) agree to indemnify and hold harmless Spire Climbing Center, LLC, and Spire Holdings, LLC, and their respective members, managers, employees, contractors, agents, and representatives from any and all claims that are brought by or on behalf of Minor, and that are in any way connected with such use or participation by Minor.</p> <p>Signature: _____ Printed Name: _____</p> <p><b>Parent or Court Appointed Guardian if Participant is under 18 years of age</b></p>
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