

NOTICE: THIS WAIVER AND RELEASE IS LEGALLY BINDING. IF YOU DO NOT UNDERSTAND ANY TERM OR PROVISION OF THIS WAIVER AND RELEASE, HAVE A BASECAMP @ WHITNEY PEAK HOTEL (“BASECAMP”) EMPLOYEE FULLY EXPLAIN BEFORE SIGNING THIS WAIVER AND RELEASE. BY SIGNING THIS WAIVER AND RELEASE, YOU ARE WAIVING THE RIGHT TO BRING A LAWSUIT TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR ANY PERSONAL INJURY, DAMAGE TO PROPERTY, OR ACCIDENT OF ANY KIND ARISING OUT OF, OR RELATING TO, THE USE OF THE EQUIPMENT, THE FACILITIES, THE CLIMBING WALL AND/OR THE BOULDERS IN THE BOULDER PARK AT THE FACILITIES LOCATED AT 255 NORTH VIRGINIA, RENO, NEVADA (THE “CLIMBING CENTER”), PARTICIPATION IN CLASSES, OR ACTIVITIES SPONSORED BY THE CLIMBING CENTER, WHETHER SUPERVISED OR UNSUPERVISED.

WAIVER AND RELEASE FOR ADULTS

In consideration of my being permitted by BaseCamp to use the facilities and equipment, climb the climbing wall and/or the boulders at the Climbing Center and participate in activities sponsored by the Climbing Center, I agree to the following:

I acknowledge the inherent extreme risks in rock climbing activities, particularly those that take place on the outside wall of a large building and those that take place indoors in a bouldering park. I realize that those risks include (but are not limited to) falls, equipment failure or malfunction, uneven padding, rope abrasion or entanglement, inattentive belayers, holds that have become loose or damaged by other climbers and negligence of guests who may be present at, or using, the Climbing Center. I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Center and in no way limits the extent of the release set forth below. I understand that there are unforeseeable, freakish accidents, and I assume all risks associated with such accidents, even though I cannot foresee them. I agree to pay attention to the state of the ropes in the Climbing Center and that of the anchors, and to advise the Climbing Center staff if I do any damage or notice any damage. I agree to abide by all Climbing Center rules, and if Climbing Center staff makes a specific request of or instruction to me, I agree to comply.

I understand that indoor climbing is not the same as natural outdoor climbing, and that additional skills are necessary for natural outdoor climbing that cannot be acquired in an indoor Climbing Center. I also understand that additional skills are necessary to climb a climbing wall attached to the outside wall of a large building. I agree to seek qualified instruction before attempting to climb outdoors and assume all risk relating to the skills which may be necessary to climb a climbing wall attached to the outside wall of a large building.

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 and agree that the Climbing Center makes no general, expressed or implied warranty of any kind regarding its climbing equipment, including but not limited to the climbing wall, auto-belays, and holds, and I accept the use of its equipment in its “as is” condition and without warranty. I agree to pay attention to the condition of the ropes, anchors, and other equipment and to advise BaseCamp staff immediately of any damage or problems I notice or inflict during my visit.

I understand that BaseCamp has UIAA approved safety helmets available for use in the Climbing Center. I acknowledge that wearing a safety helmet could reduce the risk of personal injury that may occur while I am in the Climbing Center. If I choose not to wear a helmet, I assume all risks associated with not wearing a helmet.

I represent that am physically fit and that I have no physical, emotional or mental injury, illness, disability, condition or limitation that would prevent me from participating in any of the activities that take place at the Climbing Center.

I agree to assume all risk of injury to my property or me, **including paralysis and death**, that may occur while I am in the Climbing Center or while I am climbing anywhere at the Climbing Center, even if such injury occurs in a manner that is not foreseeable to me at this time. I realize that by voluntarily assuming the risks involved, I will be solely responsible for any injury or damage I sustain. I hereby release, discharge, hold harmless and promise not to take any legal action against BaseCamp, Whitney Peak Hotel LLC, a Nevada limited liability company, Fitzgerald Real Property LLC, a Nevada limited liability company, and their respective owners, officers, directors, members, managers, employees, contractors, affiliates,

Initials

wall and boulder park builders, wall designers, hold manufacturers, lessors, insurers, and agents (each, a “Released Party” and collectively, the “Released Parties”), from and against any and all losses, claims, causes of action, damages, costs, and liabilities (including all reasonable expenses of litigation, court costs, and attorneys’ fees) (collectively, “Losses”) relating to, arising out of, or as a result of the use of the Climbing Center, equipment, facilities, or any activity sponsored by the Climbing Center. I further release, discharge, hold harmless and promise not to take any legal action against any of the Released Parties from any Losses relating to, arising out of, or as a result of first aid, treatment or service rendered me during my use of the Climbing Center, equipment and related facilities. **I understand and agree that this release even extends to injuries that may occur through the active or passive NEGLIGENCE of a Released Party; provided, however, to the extent such Losses are caused by the willful misconduct of any Released Party, this release shall not apply to such Released Party.** I agree to indemnify, defend and hold harmless each of the Released Parties from and against any and all Losses arising out of or any way relating to my use of Climbing Center.

I further agree this release applies to and binds me, my family, my personal representatives, heirs, successors and assigns.

I have read this Waiver and Release thoroughly and understand the terms and provisions of this Waiver and Release. No oral representations or statements or inducements have been made to me that change, alter or modify anything within this Waiver and Release. I sign this Waiver and Release voluntarily and of my own free will. I acknowledge that no Released Party has made any statement, promise or representation whatsoever that is inconsistent with the terms or provisions contained herein. I also understand that this Waiver and Release is severable; in other words, that if any party of it is held by a court of law to be unenforceable, the rest of it shall survive. This Waiver and Release shall be construed in accordance with, and governed by the substantive laws of the State of Nevada, without reference to principles governing choice or conflicts of laws. In addition, you agree that any action or claims relating in any way to this Waiver and Release, the rights conferred hereby or the use of the Climbing Center, including claims for personal injury or related loss must be resolved in courts located in Reno, Nevada.

BaseCamp reserves the right to use any photograph taken at Climbing Center for promotional materials, brochures, and/or website, whether in the course of open climbing, during a lesson, birthday party, or private group session.

Signature of Climber/Observer

Date

Climber/Observer’s First Name

Climber/Observer’s Last Name

Home Telephone Number
(____)_____

Work Telephone Number
(____)_____

Address

Date of Birth
____/____/____

City State Zip

Email (email info is not sold or shared)
