

**RockFish Climbing & Fitness Liability Waiver - Please Read Carefully**  
**Initial Appropriate Boxes Print / Sign and Date**

In consideration of the services of Bad Rock Fitness L.L.C / RockFish Climbing & Fitness, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in and capacity on their behalf (hereinafter collectively referred to as "RockFish"), I hereby agree to release and discharge Rockfish Climbing & Fitness, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing is a highly dangerous activity, and that the activities involved in the use of any of RockFish Climbing & Fitness services, facilities, or programs at this location and all other locations, indoor and outdoor, both climbing and non-climbing related, entail significant risks, both known and unknown, which could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, and negligence of participants.

2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of RockFish. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I am familiar with the safety features of the climbing facilities and equipment that I will use (whether or not such equipment is provided by RockFish), and acknowledge that these safety features and precautions may not be all that is necessary to minimize the risks of injury or provide maximum protection from bodily harm or death.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RockFish from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of RockFish equipment, programs, or facilities, including any such claims which alleged negligent acts of omissions of RockFish.

5. I agree not to sue or initiate any legal action (whether in court or in arbitration) against RockFish or any present or future officers, directors, shareholders, agents, employees, volunteers, and representatives of RockFish, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to activities at RockFish, or provided thereby, resulting in personal injury, damage or death to the maximum extent permitted by law.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

7. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Montana, without regard to its conflict of law rules. The venue for any action involving RockFish will be in Montana.

8. I understand that my use of Rockfish may be photographed and in consideration for permission to use the Facilities, I hereby give permission to RockFish Climbing & Fitness to use my likeness for any purpose whatsoever.

**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. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

ANY PARTICIPANT UNDER THE AGE OF 18 MUST HAVE A PARENT OR LEGAL GUARDIAN SIGNATURE.

Print Participant's Name \_\_\_\_\_ Date \_\_\_\_\_

Participant Signature \_\_\_\_\_ Must be 18 years or older to sign

Print Parent/Legal Guardian Name \_\_\_\_\_ Date \_\_\_\_\_

Parent/Legal Guardian Signature \_\_\_\_\_

Participant Name \_\_\_\_\_ Under 18 years of age