

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of participating in the activities at KidzPlex-Glenwood, Inc. I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this Activity involves risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue KidzPlex-Glenwood, Inc. and/or BIGS, LLC, its respective administrators, directors, agents officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Printed name of participant)

Date

(Signature of Participant)

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused of alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

(Printed name of Parent/Legal Guardian)

Date

(Signature of Parent/Legal Guardian)





James Lee's Karate Center

Hold Harmless, Indemnification and Release

Student's Name: _____ Parents: _____

Mailing Address: _____ City: _____

State: _____ Zip Code: _____ Student's Age: _____ B-Day: _____

Home #: _____ Work #: _____ Cell #: _____

Email Address: _____

Physical Injuries: _____

Do you/Student have any of the following Health Conditions? (Please Circle) - High blood pressure, low blood pressure, heart conditions, epilepsy, or any other conditions that may affect your training?

Why do you/student desire to train in Karate? _____

Have you/student ever been convicted of a felony or been charged with an assault? _____

By signing this agreement I am stating that I have read it in its entirety and fully understand that training in this karate school is a physical activity where injury and/or accidental death could occur. I also understand that karate training involves physical sparring, and movement and exertion without contact from which physical injuries or death may occur. I release, indemnify and hold harmless James Lee's Karate, Inc., d/b/a JK Karate Inc., Jeff Kennedy and all instructors, assistant instructors, guest instructors, and other students who provide instruction (collectively "the releases:), and the releasees' heirs vicarious liability, for injury or death that may occur as a result of my participation. I also understand that no medical, health, or life insurance of any kind is implied or provided and that I am fully responsible for any and all costs that may be incurred as a result of injury or illness due to my participation in this training, By signing this waiver, I am also making testimony that I am of sound mind and body. I promise to never use what is taught to me to harm another unjustifiably and I shall obey the rules and commands of the instructor at all times. I also understand that dangerous horseplay, profanity, smoking, drinking alcohol, or walking on the training floor in shoes is strictly prohibited. In the event that my conduct results in breaking mirrors or destroying training equipment, I fully understand that I am financially responsible for replacing the damaged items. I understand that there are no refunds after monthly tuition and registration is paid.

Student: _____ Date: _____

Parent: _____ Date: _____

**Colorado Mountain College Climbing Wall & Teambuilding Programs
Release/Indemnification of All Claims and Covenant Not to Sue**

NOTICE: THIS IS A LEGAL BINDING AGREEMENT. By signing this agreement you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the Colorado Mountain College Climbing Wall, Challenge Course or Teambuilding Program activities, now or any time in the future.

Acknowledgement of Risk

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock-climbing and the use of the CMC Climbing Wall located in the Spring Valley Center Gym, Colorado Mountain College (hereinafter referred to as the Climbing Wall), and that Teambuilding activities and the use of the CMC Challenge Course and equipment associated with Teambuilding programs have inherent risks. I have full knowledge of the nature and extent of all the risks associated with rockclimbing and the use of the Climbing Wall, and that activities involved in Teambuilding programs located at the CMC Spring Valley Center Challenge Course and additional games and initiatives, including, but not limited to:

1. All manner of injury resulting from falling off the Climbing Wall or Challenge Course elements and impacting against rock faces and projections, whether permanently or temporarily in place, or the Spring Valley Gym floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall and Challenge Course such as, but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
3. Injuries resulting from falling climbers or Teambuilding program participants, or dropped items, such as, but not limited to, ropes or climbing hardware, and natural hazards associated with the Challenge Course environment;
4. Cuts and abrasion resulting from skin contact with the Climbing Wall, Challenge Course Elements;
5. Failure of ropes, slings harnesses, climbing hardware, anchor points, cables, logs, handlines or any part of the Climbing Wall and/or Challenge Course structures.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall, Challenge Course and Teambuilding activities and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Release/Indemnification and Covenant Not to Sue

In consideration of my use of the Climbing Wall, Challenge Course or participation in Teambuilding activities, I, _____, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE Colorado Mountain College, its officers, agents and employees (hereinafter referred to as the College) from any cause of action, claims or demands of any nature whatsoever, including but not limited to a claim of negligence, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against the College 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 the Climbing Wall, Challenge Course or Teambuilding activities, whether that use is supervised or unsupervised; howsoever the injury or damage is caused, including but not limited to the negligence of the College.

In consideration of my use of the Climbing Wall, Challenge Course or Teambuilding activities I, the undersigned user, agree to IDEMNIFY AND HOLD HARMLESS Colorado Mountain College, its officers, agents and employees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the Climbing Wall, Challenge Course or Teambuilding activities.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall, Challenge Course, and Teambuilding activities and that I am voluntarily assuring the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall, Challenge Course and/or Teambuilding activities and that by this agreement I am relieving the College of any and all liability for such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of the Climbing Wall, Challenge Course and/or Teambuilding activities.

I further certify that my date of birth is _____ (month/day/year), that my present age is _____, and that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement (if under 18, this release must be signed by the parent/guardian of the minor). (further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read the same, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed at Glenwood Springs, Colorado, this _____ day of _____, 20__.

Participants Signature

Participants Name, Printed Clearly

Witness' Signature

Witness' Name, Printed Clearly

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR

I hereby state that I am the parent or guardian of the minor whose signature appears above. I have read and consent and agree to the terms and provisions set forth in the Release.

Signature of Parent or Guardian

Date



Colorado Mountain College