

# CLIMBING ACTIVITIES AGREEMENT

This Agreement affects your legal rights. Please read it carefully before signing.

# LIFETIME

THE HEALTHY WAY OF LIFE COMPANY™

Participant #1 Name

Participant #1 DOB

Participant #2 Name

Participant #2 DOB

Participant #3 Name

Participant #3 DOB

Address

City

State

Zip Code

Emergency Contact Name

Emergency Contact Phone Number

In consideration of the use by me or my minor child or ward ("Minor Child") of the climbing cavern, walls, structures, equipment, facilities and/or activities ("Climbing Activities") of Life Time Fitness, Inc., its subsidiaries, affiliates, owners, officers, directors, employees, agents or volunteers (collectively, "Life Time"), I agree to the following terms and conditions:

- ASSUMPTION OF RISK.** I understand that Climbing Activities involve inherent dangers, hazards and risks ("Risks") that may result in major or minor harm, disability, damage, loss, death or other injury ("Injuries") to me, my minor child, other members on my membership, or my guests ("Participants"). I understand that these Risks include but are not limited to injuries from falls, slips, trips, collisions, or loss of footing or balance; equipment failure, malfunction, misuse or improper set up or use; property theft, loss or damage; or other accidents or incidents.

I understand that Risks and Injuries in the Climbing Activities (collectively, "Risks of Injury") may be caused, in whole or in part, by the **NEGLIGENCE OF LIFE TIME**; me; my Minor Child; other Participants or persons in the climbing area such as members, guests or contractors; or third parties such as the designers, manufacturers, installers or providers of equipment used in the Climbing Activities. I **FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.**

- WAIVER OF LIABILITY.** On behalf of myself, my Minor Child, spouse/partner, parents, guardians, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), I hereby voluntarily and forever release and discharge Life Time from, covenant and agree not to sue Life Time for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me or my Minor Child in the Climbing Activities which arise out of, result from, or are caused by any **NEGLIGENCE OF LIFE TIME**; me; my Minor Child; other Participants or persons in the climbing area, such as members, guests or contractors; or third parties, such as the designers, manufacturers, installers or providers of equipment used in the Climbing Activities and, if in Canada, any breach by Life Time of the Occupiers' Liability Act (Ontario) (collectively, "Negligence Claims").
  - Negligence Claims.** I understand that Negligence Claims include but are not limited to Life Time's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of Climbing Activities (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent misrepresentations or misstatements by employees; or (7) other negligent act(s) or omission(s).
  - Life Time's Fees and Costs.** I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against Life Time and/or breach my agreement not to sue Life Time, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Life Time ("Life Time's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).
- DEFENSE AND INDEMNIFICATION.** On behalf of myself, my Minor Child, spouse/partner, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), I agree to defend, indemnify and hold Life Time harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against Life Time by any other person (including but not limited to any other Life Time member, guest or contractor; any of my family members who is not a Life Time member; or any other third party) arising out of, resulting from, or caused by the use of Climbing Activities by me or my Minor Child. My agreement to defend Life Time means that I will pay all of Life Time's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold Life Time harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by Life Time to resolve the Claim.
- PARENT OR GUARDIAN AGREEMENT.** If I am the parent or legal guardian of a Minor Child, I acknowledge and represent to Life Time that I have the right and authority to make decisions concerning the care, custody and control of my Minor Child, including but not limited to the right and authority to execute this Agreement on the Minor Child's behalf. By signing this Agreement, I am binding each of my Minor Member(s) to its terms, including but not limited to the **ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION** provisions.
- AGREEMENT APPLIES AFTER DEATH OR DISABILITY.** In the event of the death or disability of me or my Minor Child, I agree that all terms and conditions (including specifically the **ASSUMPTION OF RISK, WAIVER OF LIABILITY** and **DEFENSE AND INDEMNIFICATION** provisions) will be binding on my estate, heirs, next of kin, assigns, personal representatives, executors, administrators and/or guardians, all of whom are obligated to respect and enforce my agreements herein.
- AGREEMENT TO FOLLOW CLIMBING RULES.** I agree to follow at all times all written, posted and spoken rules, requirements, policies, procedures, guidelines, instructions and directions applicable to the Climbing Activities ("Climbing Rules"). I agree to review the Climbing Rules at [www.lifetimefitness.com](http://www.lifetimefitness.com) or obtain them from Life Time staff. Life Time reserves the right, in their sole discretion, to change, modify,

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or otherwise alter their Climbing Rules at any time. Modifications to written Climbing Rules will become effective immediately upon web or club posting. If I violate the Climbing Rules, Life Time may terminate my climbing or bouldering privileges and/or my membership. I understand that I may not enter, climb or boulder in the climbing cavern unless an approved Life Time Fitness team member is present. Life Time's Climbing Rules also provide, in part, as follows:

- i. **Age and Weight Limits.** All climbers must be at least five (5) years old to enter the climbing cavern. No climber under the age of twelve (12) may top-rope belay or lead belay or lead climb.
  - ii. **Minor Child Supervision.** A parent or legal guardian must directly and actively supervise all minor children at all times unless enrolled in a Life Time-supervised program. Direct and active supervision means that the parent or guardian visually observes and physically attends to the minor child at all times while in the climbing area, including performing the pre-climbing equipment double checks below.
  - iii. **Climber Orientation/Certifications.** All climbers new to Life Time must receive from a Life Time team member an Initial climbing area orientation, including an automatic belayer ("auto belay") orientation. Those who wish to manually belay must pass a certification test/check-out with a Life Time team member, demonstrating safety and competence in top-rope belaying or lead belaying/climbing. If such skills are learned in a Life Time class, the climber must wait at least 24 hours before taking the certification test/check out.
  - iv. **Climbing.** Before climbing, the climber and belayer must double check each other's equipment, including but not limited to harnesses, clips or karabiners, knots, brakes, anchors and ropes. Both must exchange confirmation that the other's equipment is properly prepared and functional. Climbers may climb only on designated routes, may not cross routes, may not hang on ropes, and may not touch or climb on video cameras, belay equipment, lead route anchors (except for anchoring during lead climbing) or other non-climbing equipment. The belayer must pay attention to the climber at all times, keeping in a constant line of sight. Self-belaying is not permitted (e.g., with a Gri-Gri). Lessons in progress have priority on routes. While bouldering, climbers must have at least one spotter at all times and may not boulder above the shoulder height of whomever is shorter--the climber or the spotter.
7. **SEVERABILITY, INTEGRATION.** I agree that if any provision of this Agreement is found to be invalid or unenforceable the remainder will continue in full force and effect. I agree that any invalid or unenforceable provision of this Agreement will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement, which is to establish the broadest assumption of risk, release of liability, and indemnification and defense agreements enforceable under the law. No oral representations, statements or other inducements to sign this Agreement have been made apart from the terms and conditions contained herein.
8. **CERTIFICATION.** I certify that I or my Minor Child is physically and mentally capable to safely and competently participate in Climbing Activities, and that I am fully responsible for the safety and functionality of any personal equipment I use during Climbing Activities. I am at least eighteen (18) years old. I have read this Agreement thoroughly before signing it, fully understand its contents and legal effect, and knowingly, voluntarily and willingly choose to participate (or permit my minor's participation) in Climbing Activities subject to its terms and conditions.

Participant #1 Signature (if Participant is 18 or older)

Date

Parent/Legal Guardian's Signature (if Participant is under 18)

Date

Printed Name of Parent/Legal Guardian

Participant #2 Signature (if Participant is 18 or older)

Date

Parent/Legal Guardian's Signature (if Participant is under 18)

Date

Printed Name of Parent/Legal Guardian

Participant #3 Signature (if Participant is 18 or older)

Date

Parent/Legal Guardian's Signature (if Participant is under 18)

Date

Printed Name of Parent/Legal Guardian