

I, \_\_\_\_\_, hereby acknowledge that I have voluntarily applied to participate in a Planet Granite activity and/or to use Planet Granite facilities, including, but not limited to, climbing, bouldering, spotting, using fitness equipment or other facilities within Planet Granite, slacklining, yoga & fitness classes and/or any other activity undertaken on Planet Granite's premises (hereinafter collectively referred to as Planet Granite activities). In consideration of the services of Planet Granite, their agents, owners, affiliates, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Planet Granite"), I hereby agree to release and discharge Planet Granite, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as follows:

1. **Acknowledgment of Risk:** I recognize the fact that there are dangers, inherent and otherwise, which may or may not be expressed in this document, in the sport of rock climbing and in other Planet Granite activities. These dangers include, but are not limited to serious injury or death and I understand that no amount of care, caution, instruction or expertise can eliminate these dangers. I also recognize the fact that Yoga and fitness classes involve physical movement. As is the case with all physical activity, risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. Yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. I affirm that I alone am responsible to decide whether to practice Yoga.
2. **Climbing at Planet Granite is not the same as other Rock Climbing:** I understand that climbing at Planet Granite on artificial rocks is not the same as climbing real rocks or on other artificial rock surfaces. I understand that the climbing instruction I will receive at Planet Granite is not necessarily applicable to other real or artificial rock climbing. I understand that the instruction I receive at Planet Granite does not prepare me to climb without supervision. I further understand that the handles used on artificial climbing surfaces are a convenience, they are not a safety feature and they can and do break and drop.
3. **Protective Helmets:** I understand that wearing a helmet does not eliminate the danger of rock climbing but that in certain instances it can reduce the risk of permanent injury or death. I understand that Planet Granite recommends I wear a helmet and if I choose not to wear a helmet I do so against their advice. Planet Granite has available a helmet free of charge.
4. **Assumption of Risk:** In recognition of the known and unknown risks of the above activities, I confirm that I am physically and mentally capable of participating in the activity and using the equipment. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the Planet Granite activity or using the equipment I am obliged to cease participating in the activities and using the equipment. **I expressly agree and promise to accept and assume all of the risks existing in any Planet Granite activity, including the risks of injury or death.** My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
5. **Release Provision:** As lawful consideration for being permitted by Planet Granite to participate in these activities and use their facilities, I understand and agree that I am assuming full responsibility for any and all death, illness, injury, and property damage and/or loss that I or my minor child may suffer or cause, in connection with any and all activities in which I participate in at Planet Granite or under Planet Granite's supervision, or use of Planet Granite facilities, including, but not limited to death, illness, injuries or property damages and/or loss arising from, among other things, (a) negligence or carelessness on the part of Planet Granite, including, but not limited to, negligent supervision, negligent rescue operations, dangerous or defective equipment or property owned, maintained or controlled by Planet Granite, or because of liability without fault, even if caused by the actions or omissions of others, and/or (b) equipment, facilities, and other hazards or conditions.

**I understand that this release includes all claims against Planet Granite arising from its ordinary negligence, but that it does not include claims arising from Planet Granite's gross negligence.**

I agree this release constitutes a complete release, discharge and waiver of any and all actions or causes of action, (other than those arising from gross negligence), against Planet Granite, arising in connection with any and all activities in which I participate while at Planet Granite or my use of Planet Granite facilities. I agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute Planet Granite, for injury or damage resulting from negligence or other acts, howsoever caused, by Planet Granite, as a result of my participation in the activities or use of the facilities. I therefore covenant and agree not to initiate a lawsuit against Planet Granite.

6. **Indemnity Clause:** To the extent permitted by law, I hereby agree to indemnify and hold harmless Planet Granite from any and all liabilities or claims made by other individuals or entities as a result of any of my actions or any failure of any equipment I use at, or I bring to, Planet Granite, while I am engaged in any activity at Planet Granite or use any of Planet Granite facilities, including any litigation, expenses, attorney's fees, loss, liability, damage or cost which may occur as a result of any such claims. Should Planet Granite, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.
7. **Continuation of Agreement:** I understand and agree that this release, to the maximum extent allowed by law, will have the effect of releasing, discharging, waiving, on my own behalf and on behalf of my minor children, survivors, assigns, heirs and estate and forever relinquishing any and all actions or causes of action that I may have or have had against Planet Granite whether under statutory or common law existing now or in the future, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation in activities while at Planet Granite or use of Planet Granite facilities. I fully understand that I cannot hereafter make further claims or seek any further recovery of any nature whatsoever against Planet Granite, based upon, arising out of, or in connection with my participation in activities at Planet Granite or use of Planet Granite facilities, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omission by Planet Granite, other than those arising from gross negligence.

8. **Release of Owner:** Each and every release, waiver and indemnification of Planet Granite provided in this agreement shall also apply, with equal force and effect, as a release, waiver and indemnification of the owner of the property in which the facilities of Planet Granite are located.

9. **California Civil Code Concerning Release of Liability for Unknown Claims and Liability for Ones Negligent Acts or Omissions:** I am aware of and specifically waive the provisions of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I am aware of and specifically waive the provisions of California Civil Code Section 1714, which provides in pertinent part as follows: "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person..."

10. **Governing Law, Jurisdiction and Severability of Provisions.** This Waiver and Release of Liability shall be governed by California law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that I file a lawsuit against Planet Granite, I agree to do so solely in the state of California. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nonetheless remain in full force and effect.

11. **Rules:** I have read the posted Planet Granite rules and I agree to abide by them. Planet Granite is not responsible for enforcing these rules on me or other participants in Planet Granite activities.

12. **Photograph release:** Planet Granite uses video cameras and digital photography in its facilities. Visitors and participants in Planet Granite activities agree that Planet Granite may use these recordings in any way including, but not limited to, marketing and evidence in any litigation.

13. **Risks Understood by Child:** I have discussed the risk of Planet Granite activities with my child who understands these risks. I have also discussed the importance of following all Planet Granite rules.

14. **Entire Agreement:** This document constitutes entire agreement between the parties and it cannot be changed or modified except in writing.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN A PLANET GRANITE ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST PLANET GRANITE ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE PLANET GRANITE AND ASSOCIATED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH. I HAVE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND PLANET GRANITE AND AFFILIATED PARTIES AND I SIGN IT OF MY OWN FREE WILL.**

**I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF.**

**Minor's Information**

Print Name: \_\_\_\_\_

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

City, State and Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Today's Date: \_\_\_\_\_

<b>For Staff Use</b>
Drivers License #: _____
Exp. Date: _____
DOB: _____

**Minor's Name**

**PARENT OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION**

In consideration of **(print minor's name)** \_\_\_\_\_ ("Minor") being permitted by Planet Granite to participate in its activities and to use its equipment and facilities, I agree to indemnify and hold harmless the parties referenced above from any and all claims which are brought by, or on behalf of Minor or by any other family member, and which are in any way connected with such use or participation by Minor. The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referenced above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

**I HAVE READ AND AGREE TO THE ABOVE ADDITIONAL INDEMNIFICATION AND THE ABOVE ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY**

**Parent Signature**

Parent or Legal Guardian's Signature: \_\_\_\_\_

**Must show ID**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT OR LEGAL GUARDIAN SIGNING THIS WAIVER BUT NOT ACCOMPANYING THE MINOR MUST SUBMIT A COPY OF THEIR DRIVERS LICENSE HEREWITH.**