



1230 S 31st ST W  
Billings MT 59102  
(406)969-2500

## Acknowledgment and Assumption of Risk and Responsibilities of Participants at STEEPWORLD Climbing & Fitness

**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.**

*In consideration of the services of STEEPWORLD Climbing & Fitness, LLC & STEEPWORLD Holdings, LLC, its agents, directors, officers, volunteers, participants, employees, and all other persons or entities acting in and capacity on their behalf (hereinafter collectively referred to as "STEEPWORLD"), I hereby covenant and agree as follows:*

1. I acknowledge that climbing is a highly dangerous activity, and that the activities involved in participating in STEEPWORLD's services or facilities, both climbing and non-climbing related, entail significant risks which could result in physical or emotional injury, death, or damage to myself or my child, to property, or to third parties. Such risks include but are not limited to: equipment failure or malfunction, falling climbers, falling debris/holds, physical and emotional fatigue, and negligence of other participants.

\_\_\_\_\_Initial

2. I expressly agree and promise to accept and assume all of the risks inherent in these activities. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

\_\_\_\_\_Initial

3. Even with such understanding and appreciation of the risk, I still desire to participate or have my minor child participate, and I do hereby fully and irrevocably release and forever discharge STEEPWORLD from any and all legal claims, demands, actions, losses, and or legal liability of any kind of nature or description resulting from such activities sustained by me or my minor child, and further covenant to indemnify and hold harmless all said parties for any claim or suit, including legal fees and expenses, settlements or awards, arising out of my, or my minor child's, participation in climbing activities or presence on STEEPWORLD premises. I am familiar with the safety features of the climbing equipment that I will use (whether or not such equipment is provided by STEEPWORLD), 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.

\_\_\_\_\_Initial

4. I agree to comply with all rules and regulations of STEEPWORLD and its representatives, whether given in writing or verbally. I recognize that it may be necessary for STEEPWORLD to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the services provided. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the services provided.

\_\_\_\_\_ Initial

5. 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.

\_\_\_\_\_Initial

6. I agree that the validity and enforceability of this Acknowledgment and Assumption of Risk and Responsibilities will be governed by the substantive law of Montana. The venue for any action involving STEEPWORLD will be in Montana. I agree to pay all costs incurred by STEEPWORLD, and its agents, for damages, including attorney fees and costs, incurred as a result of my willful or negligent conduct while participating in any activity provided by STEEPWORLD.

\_\_\_\_\_Initial

7. I understand that my participation at STEEPWORLD or a STEEPWORLD event may be photographed and in consideration for permission to participate, I hereby give permission to STEEPWORLD to use my likeness for promotional or educational purposes without compensation.

\_\_\_\_\_Initial

MY SIGNATURE BELOW AND INITIALS ABOVE INDICATE THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY ITS TERMS.

Minor Participant Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ DOB: \_\_\_\_\_

Parent or Legal Guardian/ParticipantName: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ DOB: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE NOTE THAT THIS PAPER WAIVER WILL EXPIRE AFTER THE EVENT WHICH IT HAS BEEN FILLED OUT FOR. Future visits will require either an additional paper waiver or the completion of a digital waiver which can be found on our web site. Please visit [steepworld.com](http://steepworld.com) to complete our on line waiver which expires annually. In the event that a digital waiver has been filled out but needs to be presented to the group leader a copy of the completed digital waiver can be printed.