

I and/or my child (collectively "I," "me," or "my") understand and acknowledge that I have voluntarily chosen to participate in activities at Planet Granite and/or to use the Planet Granite facilities, including but not limited to climbing, bouldering, belaying, spotting, slacklining, yoga, fitness classes including but not limited to CrossFit and Functional Fitness, engaging in Workout of the Week, personal training, using fitness equipment, weights, saunas, and other facilities within Planet Granite, participation in leagues, competitions, after-school programs, camps, or special events, instruction in any activities, and/or any other activity undertaken on Planet Granite's premises (hereinafter collectively referred to as the "Planet Granite Activities"). In consideration for my being allowed to participate in the Planet Granite Activities and the use of Planet Granite's facilities, I hereby agree to release and discharge from all liability Planet Granite Belmont LLC, Planet Granite Portland LLC, CrossFit Sunnyvale, and each of their agents, owners, members, affiliates, investors, officers, directors, volunteers, employees, instructors, contractors, all other persons or entities acting in any capacity on their behalf, landlords, and property owners (hereinafter collectively referred to as "Planet Granite"), on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as set forth herein.

1. **Acknowledgment of Risk:** I recognize that there are inherent and other risks, which may or may not all be listed in this document, associated with the Planet Granite Activities. These dangers include but are not limited to falling; landing on or striking padded or unpadded surfaces; being injured by falling objects or participants; being injured by the actions or inactions of other participants, including but not limited to other participants' failure to belay properly; movement of climbing holds; equipment failures of any kind; and physical injury as a result of engaging in physical activity. I recognize that if I encounter these risks, serious injury or death may result, and I understand that no amount of care, caution, instruction or expertise can eliminate these risks. I understand that I alone am responsible to decide whether to engage in the Planet Granite Activities. I confirm that I am physically and mentally capable of participating in the Planet Granite Activities, and I understand that if my mental or physical condition changes after the execution of this agreement such that I am not capable of participating in the Planet Granite Activities, I am obligated to cease participating in the Planet Granite Activities.

2. **Assumption of Risk:** Despite the risks involved in the Planet Granite Activities and as consideration for being allowed to participate in the Planet Granite Activities, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** that might be associated with my participation in the Planet Granite Activities and Use Of The Facilities at Planet Granite, including, but not limited to: climbing, bouldering, belaying, spotting, slacklining, yoga, fitness classes including but not limited to Crossfit and Functional Fitness, Workout of the Week, personal training, using fitness equipment, weights, saunas, and other facilities within Planet Granite, participation in leagues, competitions, after-school programs, camps, or special events, instruction in any activities, and/or any other activity undertaken on Planet Granite's premises (collectively, "Use Of The Facilities").

3. **Agreement Never to Sue:** **I AGREE NEVER TO SUE AND I AGREE TO RELEASE FROM LIABILITY** Planet Granite for any damage, injury or death to me arising from participation in the Planet Granite Activities or Use Of The Facilities, regardless of cause, including the **ALLEGED NEGLIGENCE** of Planet Granite, including claims of negligent instruction.

I understand that this **RELEASE OF LIABILITY** will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Planet Granite Activities or Use Of The Facilities. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER**, and will apply whenever I participate in the Planet Granite Activities or Use Of The Facilities. I understand and agree that each time I use the facilities and/or engage in the Planet Granite Activities, or anyone for whom I have executed this agreement uses the facilities and/or engages in the Planet Granite Activities, that will constitute a renewal and reaffirmation of my and the user's acceptance of this agreement. **FURTHER, I UNDERSTAND AND AGREE THAT WHENEVER I ENGAGE IN THE PLANET GRANITE ACTIVITIES OR USE THE FACILITIES IN THE FUTURE, THIS RELEASE WILL BE VALID AND BINDING UPON ME.**

4. **Indemnity:** If I, my child, my heir, my estate, or my legal representative files a claim or a lawsuit arising out of my participation in the Planet Granite Activities or Use Of The Facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Planet Granite for any and all damages, attorney's fees, and costs arising out of such a claim or a lawsuit.

5. **Orientation and Training.** I acknowledge that Planet Granite requires me to review posted gym rules and safety signage, (hereafter referred to as "orientation materials"), before participating in the Planet Granite Activities, and I certify that I have reviewed the orientation materials and gym rules prior to signing this agreement. If the participant is a minor, and this agreement is signed by a parent or legal guardian, I as the parent or legal guardian understand that it is my responsibility to review the orientation materials and posted gym rules and provide the information therein to my child. I also understand that Planet Granite may require me to pass assessment testing prior to allowing me to participate in certain Planet Granite Activities, including but not limited to belay testing. I agree that I will not participate in the Planet Granite Activities until I have reviewed and understood the orientation materials and the posted gym rules. I acknowledge and agree that I am responsible for completing the required orientation and taking any assessment test(s) applicable to my activities prior to

engaging in the Planet Granite Activities. I understand that if I need additional assistance, orientation, instruction, training or assessment at any time before or during my participation in the Planet Granite Activities, it is my responsibility to seek such assistance, orientation, instruction, training or assessment prior to participating in any of the Planet Granite Activities for which I need additional assistance, orientation, instruction, training or assessment.

6. **Climbing at Planet Granite is not the same as other Rock Climbing:** I understand that climbing at Planet Granite is not the same as climbing on real rocks or on other artificial rock surfaces. I understand that the instruction I 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 necessarily prepare me to climb without supervision. I further understand and accept the risk that the climbing holds used on artificial climbing surfaces are a convenience, not a safety feature, and they may break and/or fall.

7. **Protective Helmets:** I understand that wearing a helmet does not eliminate the risks of rock climbing, but acknowledge that in certain instances it can reduce the risk of permanent injury or death. I understand that Planet Granite recommends I wear a helmet while rock climbing and belaying, and that if I choose not to wear a helmet, I do so against its recommendation. I understand that Planet Granite provides helmets free of charge for my use.

8. **Rules:** I have read the posted Planet Granite rules and I agree to abide by them. I understand that Planet Granite is not responsible for enforcing these rules on me or other participants in Planet Granite Activities. I understand that Planet Granite, at its sole discretion, may require me to cease participating in the Planet Granite Activities and leave the facility for failure to abide by the rules.

9. **Governing Law, Jurisdiction and Severability of Provisions.** This Waiver and Release of Liability shall be governed by California law and construed as broadly as permissible under the law. In the event that I file a lawsuit against Planet Granite, I agree to do so solely in the State of California, San Mateo County Superior Court. 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. This document constitutes entire agreement between the parties and it cannot be changed or modified except in writing.

10. **Photo and Video Release:** Planet Granite and other participants may photograph or videotape the Planet Granite Activities and its facilities. I agree that Planet Granite may use these recordings in any way including, but not limited to, for marketing purposes and as evidence in any litigation.

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS.**

**I HAVE CAREFULLY READ ALL PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT BETWEEN MYSELF AND PLANET GRANITE, AND I SIGN IT OF MY OWN FREE WILL.**

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

Signature of Participant and/or Parent/Legal Guardian: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Print Name of Participant and/or Parent/Legal Guardian: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

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

E-mail address for our newsletter: \_\_\_\_\_

(OPTIONAL - We promise no junk mail and we do not share our e-mail list with anyone.)

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