

## PARTICIPANT AGREEMENT

### (Including Assumption of Risk and Agreement of Release and Indemnity)



momentumclimbing.com

**SANDY** 10600 S 220 W Sandy, UT 84070 TEL 801 990 6890

**MILLCREEK** 3173 E 3300 S Salt Lake City, UT 84109 TEL 801 906 2132

**LEHI** 450 S 850 E / C5 Lehi, UT 84043 TEL 801 717 1233

**KATY** 25410 Katy Mills Pkwy Katy, TX 77494 TEL 832 437 9091

**SILVER STREET** 2000 Edwards Houston, TX 77077 TEL 832 433 7211

**SODO** 2759 1st Avenue South Seattle, WA 98134 TEL 206 588 1510

#### PLEASE READ CAREFULLY BEFORE SIGNING.

This Agreement must be signed by all adult participants in activities of Momentum, LLC, a Utah limited liability company (“Momentum”). If the participant is a minor, it must be signed by his or her parent or legal (court appointed) guardian, who signs for himself or herself and, if allowed by law, the minor participant. “Participant” as used in this Agreement includes participants in Momentum Activities (see below) and other persons in an activity area.

In consideration of the services of Momentum, I, an adult participant or parent or legal guardian of a participant who is a minor, acknowledge and agree as follows:

**ACTIVITIES:** This Agreement applies to facilities operated by Momentum, on premises leased from third parties by certain Momentum subsidiaries, and their activities. Activities of Momentum (“Momentum Activities”) include but are not limited to the following: the use of roped (toprope, auto-belay and lead climbing) climbing walls, bouldering areas, weights and other training and fitness equipment, participation in activities or events including gear demonstrations, parties, clinics, training, yoga and other fitness classes, remote outdoor climbing, camps and classes, travel to other activity sites, use of parking areas, the rental or borrowing of equipment from Momentum, and other activities and use of facilities and equipment at a Momentum gym or elsewhere.

**RISKS:** I recognize and understand that there are risks, hazards and danger in Momentum Activities, inherent and otherwise, and that participation could result in injuries of all kinds, including serious injury or death. The risks involved in Momentum Activities include, but are not limited to: hazards in traveling to the location of an activity; parking and moving about parking and other areas in the vicinity of the gym or other activity site; falling, collision with objects, people or structures, falling onto uneven, worn or hard landing surfaces; being struck by other participants or objects; loose handholds or loose rock, equipment failure even if equipment is properly used; the conduct, including negligent conduct, of other participants, visitors and staff; harm due to exposure to weather, plants or wildlife; and the aggravation of pre-existing conditions. These and other risks are inherent in a visit to a Momentum facility or other activity site – that is, they cannot be eliminated without changing the nature of the visit and participation in Momentum Activities. Participation in Momentum Activities is voluntary and participants may withdraw from participation at any time.

**ASSUMPTION OF RISKS:** Understanding these risks and dangers, and understanding that other risks will be encountered, I expressly assume all risks associated with Momentum Activities, inherent and otherwise, and whether or not described above. If the participant is a minor, I have explained the activities and risks to him or her, and the minor wishes to participate in the Momentum Activities nevertheless.

**RELEASE OF LIABILITY AND INDEMNITY:** I, an adult participant, or parent or guardian of a participant who is a minor (for myself and, to the maximum extent allowed by law, on behalf of the minor) agree not to sue, and to release, discharge and indemnify (that is, defend and pay, including costs and attorneys fees) Momentum LLC, lessees and owners of the properties on which Momentum Activities are conducted, and their respective members, owners, managers, directors and staff (“Released Parties”) with respect to any damages, claims, liability, or causes of action arising out of my or the minor child’s visit to Momentum facilities, or other site where Momentum Activities take place, the use of its facilities and equipment and participation in Momentum Activities. The obligation to indemnify includes any claim, liability, or cause of action by third parties, including other visitors, and a member of my, or the minor participant’s, families, arising out of my, or the minor participant’s, visit to the gyms or other Momentum activity site, the use of its facilities and equipment and participation in Momentum Activities. These agreements of release and indemnity include claims of negligence (but not gross negligence or intentionally wrongful conduct) of a Released Party.

#### OTHER:

1. I, or the minor participant, am capable of participating in Momentum Activities and have no mental or physical condition that would cause me or the minor participant to be a danger to ourselves or others.
2. I understand that I am responsible for assessing the quality of my, and the minor participant’s, climbing or fitness gear brought to the gym or other activity site and declare that it is in good condition for use. I understand that Momentum is not liable for any lost or stolen equipment or personal items brought to Momentum facilities or other Momentum Activity site.
3. I understand that in order to participate in Momentum Activities I, for myself or for the minor participant of whom I am a parent or legal guardian, must sign this agreement; I, or the minor, must complete whatever instructional program Momentum requires for the particular activity; and I, or the minor, must read and abide by the Momentum Rules and Regulations.
4. In the event of an accident, I authorize Momentum to stabilize and obtain medical care, including transportation to a medical facility, for me or the minor participant if, in the opinion of Momentum, medical care is needed and I am unable to make such decisions for myself. I agree to pay all costs associated with such actions on the part of Momentum, and to indemnify and hold Momentum harmless from any consequences resulting from such care.
5. Momentum is hereby authorized to take photos and video of me or the minor in connection with participation in Momentum Activities and has my permission to use my, or the minor’s, name and likeness, without compensation, for marketing and other promotional purposes.

(continued on the back →)

**OTHER:** *(continued from front)*

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6. If a party seeks either to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
7. I understand that this Agreement shall continue in effect and remain in force in perpetuity from the date it is executed, and covers my, or the minor participant's, participation in all Momentum Activities including use of its facilities, equipment and parking areas.
8. If any portion of this Agreement is held invalid, the remaining portions shall survive and continue in full force and effect.
9. This Agreement shall be construed in accordance with the laws (but not the conflict of laws provisions which might invoke the laws of another jurisdiction) of the State of Utah and for any suit, mediation or other resolution of a dispute arising under this Agreement I, for myself and on behalf of the minor participant hereby submit to the exclusive jurisdiction of the courts of Salt Lake County, Utah. I voluntarily waive any right I or the minor child may have to a jury trial in any action under this Agreement.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I intend for it to apply to the fullest extent allowed by law, and to be binding upon members of my, or the minor child's, family, and our respective, heirs, assigns, and administrators.

**Adult Participant:**

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Date	Name <i>(please print)</i>	Signature
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Address	City	State	Zip Code
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Phone	E-mail Address	Date of Birth
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**Parent or Legal Guardian** *(if the Participant is a minor):*

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Date	Name <i>(please print)</i>	Signature
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