



2019 Golden Summer Climbing Day Camp Registration Form (Page 1 of 7)

Register online and bring pages 2-7 on the first day of camp or mail all pages with payment in full. **To guarantee a space in camp, register online today.** Mailed registration forms will be processed based on the space available when the form is received. If space is no longer available when the form is received, checks will be voided and you will be alerted the session is full.

1) Personal Information

Today's Date: _____

Camper's Name: _____

Parents Name (Contact person): _____

Address: _____

Phone Numbers (home): _____ (work): _____ (cell): _____

Parent's E-mail Address: _____ (Needed for E-Mail confirmation)

Camper's Age: _____ Date of Birth: _____

2) Choose Camp Session(s)

Due to limited availability for each camp, please select up to two choices for camp dates: 1st, 2nd.

If we are unable to accommodate your first choice, we will contact you before processing your registration.

Golden Camp Sessions:

- ___ June 3-7
- ___ June 10-14
- ___ June 17-21
- ___ June 24-28
- ___ July 8-12
- ___ July 15-19
- ___ July 22-26
- ___ July 29-Aug 2

<input type="checkbox"/>	Yes, I would like to enroll my camper in Extended Care. Cost: \$65 per week.
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3) Payment by Mail Option

Fee: \$460

Check (Make checks payable to **Earth Treks Golden Climbing Center, LLC.**)

**Payments are non-refundable. Rescheduling of a camp session must be done at least 10 days prior to the camp session start date. Earth Treks will be unable to reschedule if informed less than 10 days prior to the camp session start date. Earth Treks reserves the right to cancel camp sessions in the unlikely event that they are under enrolled. Under enrolled camp sessions will be cancelled at least 14 days prior to the camp session start date and the option of a full refund or rescheduling will be provided.*

4) Finishing up (what paperwork is required)

- If registering online: Print and complete the Waiver & Health & JeffCo (page 2-7) and **make sure to bring it with you on the first day of camp.** Page 1 (this page) can be omitted.
- If registering by mail: Print and complete these forms and mail all documents (including this one) with payment to:

Earth Treks Climbing & Fitness
Attn: Summer Camp
700 Golden Ridge Rd.
Golden, CO 80401

5) Confirmation of Camp Registration

A confirmation e-mail will be sent when your registration is processed. Please review it carefully. The letter will contain the camp dates your child has been registered for, the time to arrive and pick up your child each day and a packing list (rock climbing gear is included). Thank you for registering for an Earth Treks Summer Climbing Camp and please feel free to contact us with any questions or concerns.

Happy Climbing,
Earth Treks Golden - Summer Camp Director (303) 222-9564 ext. 410

EARTH TREKS/PLANET GRANITE
WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

Please read this document carefully
This document must be signed by an adult of at least eighteen years of age

The individual named below desires: (a) to use or be granted access to one or more of the Earth Treks or Planet Granite Climbing and Fitness Centers ("Facility" or "Facilities") owned or operated by any of the following entities (collectively, "Climbing Gyms"): Earth Treks, LLC; Earth Treks Columbia Climbing Center, LLC; Earth Treks Timonium Climbing Center, LLC; Earth Treks Rockville Climbing Center, LLC; Earth Treks Crystal City Climbing Center, LLC; 700 Golden Ridge, LLC; Earth Treks Golden Climbing Center, LLC; Earth Treks Hampden Climbing Center, LLC; Earth Treks Englewood Climbing Center, LLC; Planet Granite, Belmont, LLC; Planet Granite Portland LLC; Planet Granite, Chicago, LLC, or such other entity or entities which may be owned, directly or indirectly, in whole or in part, by El Cap Holdings, LLC, Earth Treks, LLC, or Planet Granite Holdings, LLC and all of their predecessors and successors; (b) to participate in trips, competitions, camps, climbing courses, adventures, and/or other types of events (collectively, "Events") which may take place at a Facility or are otherwise sponsored by or involve the Climbing Gyms or the Climbing Gyms' officers, directors, employees, contractors, agents, affiliated entities, landlords and property managers (together with the Climbing Gyms, collectively, "Released Parties"); and/or (c) to engage in wall climbing, bouldering, other climbing activities, sports, fitness activities, or any of the various other types of activities (collectively, "Activities") which may take place at a Facility or are otherwise provided or sponsored by or involve the Climbing Gyms or any of the other Released Parties. All references to the "Facility" throughout this Waiver And Release Of Liability For Any Injury Or Death And Assumption Of Risks ("Release") includes all rooms, areas, and spaces on the interior of each Facility, the exterior of each Facility, and the parking lot of each Facility. For purposes of this Release only, I agree that the "Events" and "Activities" span from the time that I leave my residence prior to each particular Event or Activity to the time that I return to my residence after the conclusion of that Event or Activity, as the case may be.

In consideration for the Climbing Gyms permitting me and/or my child (collectively "me," "I," or "my") to use the Facilities, to participate in the Events and/or to engage in the Activities, I have agreed to execute this Release.

A. I WAIVE AND RELEASE THE RELEASED PARTIES FROM MY DEATH AND ANY INJURY, LOSS, DAMAGE, EXPENSE, ACTION, CLAIM, AND LIABILITY ARISING OUT OF ANY USE OF THE FACILITIES, THE PARTICIPATION IN ANY OF THE EVENTS, OR THE ENGAGEMENT IN ANY OF THE ACTIVITIES:

I agree to release and discharge the Climbing Gyms and the other Released Parties from liability for my death and any and all past, present, or future injuries, losses, damages, expenses, property damage, social losses, economic losses, actions, claims, and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from: (i) the use of any Facility or equipment located at any Facility; (ii) my participation in Events sponsored by or involving any Facility, the Climbing Gyms or any of the other Released Parties; (iii) participation in or observation of the Activities sponsored by or involving any Facility, the Climbing Gyms or any of the other Released Parties; (iv) my interaction with any of the Released Parties; or (v) my placement in the care, custody or control of any of the Released Parties. This Release is intended to release and discharge the Released Parties from any and all losses, damages, expenses, actions, claims and liabilities of any nature whatsoever, such as losses, damages, expenses, actions, claims and liabilities arising from or related to the negligence of, or the breach of any duties which may be owed by, the Released Parties. I understand that this Release prohibits me from filing any lawsuit against any of the Released Parties for any of the reasons identified in this paragraph, now or in the future, and from recovering any losses, damages or expenses against any of the Released Parties.

B. I ASSUME THE RISK OF INJURIES OR DEATH ASSOCIATED WITH THE USE OF THE FACILITIES, THE PARTICIPATION IN ANY OF THE EVENTS, OR THE ENGAGEMENT IN ANY OF THE ACTIVITIES:

I understand that there are significant elements of risk associated with use of the Facility, participation in the Events, and engagement in the Activities that may be sponsored by or otherwise involve the Facilities, the Climbing Gyms or any of the other Released Parties. I understand and acknowledge that certain risks cannot be eliminated due to the nature of the Events or the Activities, and that these elements and risks may be causes of injury, illness, permanent disability, trauma, or death. These risks and 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 the foregoing list of risks are examples of the risks that I am assuming by using the Facilities and/or participating in the Events or Activities and that I am also assuming risks not specifically listed above. 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 acknowledge that using the Facilities, participating in the Events and engaging in the Activities sponsored by or involving the Facilities, Climbing Gyms or any of the other Released Parties involves certain risks, inherent and otherwise, including the risk of death or serious personal injury, regardless of whether I follow the Climbing Gyms' safety instructions or recommendations, such as those pertaining to Facility rules and regulations, climbing, bouldering, instructional programs, or involving my choice of equipment to use or whether or not to wear a helmet or any other safety device. I agree to assume all such risks, as well as any other risks involved in using the Facility, participating in Events, and/or engaging in the Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties.

C. I AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES:

I further agree to indemnify, hold harmless and defend the Released Parties from and against any and all loss, damage, liability, claim and expense, including costs and attorneys' fees, incurred by any of the Released Parties as a result of my using the Facilities, participating in Events, and/or engaging in Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties, including any loss, damage, liability, claim, and expense arising out of the Climbing Gyms' own negligence. I understand that this Section means that I will have to reimburse the Climbing Gyms or any of the other Released Parties for any losses, damages, liabilities, claims, costs, attorneys' fees, or expenses sustained by the Released Parties as a result of my using any Facility, participating in Events, and/or engaging in Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties.

D. I WAIVE MY RIGHT TO A JURY TRIAL AND CONSENT TO CHOICE OF LAW, ETC.:

I SPECIFICALLY WAIVE (AND RELEASED PARTIES, BY ITS ACCEPTANCE HEREOF WAIVES) THE RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST THE CLIMBING GYMS OR ANY OF THE OTHER RELEASED PARTIES.

The laws of the State in which I use a Facility, participate in an Activity, or participate in an Event shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability of this Release, except that the laws of the State of California shall govern any claims arising out of the use of a Facility, participation in an Activity, or participation in an Event in the State of Oregon. If any dispute shall arise between me and either the Climbing Gyms or any of the other Released Parties, I agree that any lawsuit brought by or on behalf of me against any Released Parties shall be brought solely in a federal or state court located in one of the states where a Facility is located or where an Event or Activity took place (except that all claims arising any Facility, Event, or Activity located in the State of Oregon shall be adjudicated in the federal or state courts located in the State of California). This Release shall be effective upon my execution hereof and shall continue in force, unless sooner terminated pursuant to a written notice, for so long as I or (if applicable) my child or such other below-named "Participant" use a Facility, participate in an Event, and/or engage in an Activity sponsored by or involving the Climbing Gyms or any of the other Released Parties.

For Planet Granite Oregon Locations Only: I understand that Planet Granite Portland LLC offers an option to enter any Facility located in the State of Oregon and participate in any Activity or Event located in the State of Oregon for an additional fee, without signing this or any other Waiver and Release of Liability. I acknowledge that I am aware of this option, do not wish to pay this fee, and accept the full scope of this Waiver and Release of Liability.

E. I PERMIT THE USE OF MY LIKENESS:

I acknowledge and agree that the Climbing Gyms reserve the right to use any photograph, video recording, audio recording, or any other media taken at the Facilities, during Events, or in connection with any of the Activities involving the Climbing Gyms or any of the other Released Parties in connection with the Climbing Gyms and the Released Parties' promotional materials, brochures and website.

F. SEVERABILITY:

If any term, provision, or condition, or any part thereof, of this Release shall for any reason be found or held to be invalid or unenforceable by and court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition or any other term, provision, or condition, and this Release shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

I HAVE READ AND I UNDERSTAND THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY FOR ANY INJURY OR DEATH. I UNDERSTAND THAT BY SIGNING THIS FORM I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

**THIS RELEASE IS A BINDING LEGAL CONTRACT.
PLEASE READ IT CAREFULLY BEFORE SIGNING.**

PLEASE PRINT LEGIBLY

Today's Date

First Name

Middle Name

Last Name

Participant's Name

Participant's Date of Birth

Street Address

City

State

Zip Code

Home Telephone #

Work Telephone #

Cell Telephone #

Signature of Participant

Email Address (Adults / Guardians Only)

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual ("Participant") and I hereby consent to the Participant using the Facilities, participating in Events and/or engaging in Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties. In consideration for the Climbing Gyms allowing the Participant to use the Facilities, participate in Events and/or engage in Activities, I agree, personally and on behalf of the Participant, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend all of the Released Parties from and against any loss, damage, liability, claim, and expense, including costs and attorneys' fees, incurred by any of the Released Parties as a result of the Participant using the Facilities, participating in Events, or engaging in Activities sponsored by or involving the Climbing Gyms or any of the other Released Parties.

**THIS RELEASE IS A BINDING LEGAL
CONTRACT. PLEASE READ IT CAREFULLY
BEFORE SIGNING.**

*****PLEASE PRINT LEGIBLY *****

Today's Date

First Name

Middle Name

Last Name

Printed name of Parent or Court-Appointed Legal Guardian

Home Telephone #

Work Telephone #

Cell Telephone #

Signature of Parent or
Address Court-Appointed Legal Guardian

E-mail

CAMPER HEALTH HISTORY

Child's Name: _____

Camp Location (Circle): Golden or Englewood

Session Dates: _____

1st Emergency Contact (Parent or Legal Guardian):

Name: _____

Phone: _____

2nd Emergency Contact (Other than Parent Above):

Name: _____

Phone: _____

HEALTH INFORMATION:

1. Are there any health problems (physical, psychiatric, or behavioral) which we need to be aware of?

NO YES, Explain: _____

2. Are there any medications, dietary restrictions, allergies, or special needs that we need to be aware of to ensure your child's camp experience is positive? Please note that any medication, including OTC drugs, must be kept in the original container and be accompanied by a prescriptive order. You must authorize self administration by signing below.

NO YES, Explain: _____

Consent is hereby given to attend an Earth Treks camp and permission is given for emergency anesthesia, operation, hospitalization or other treatment which might become necessary. The information provided above is a complete and accurate statement of the physical factors which may affect my child's participation in an Earth Treks camp. I agree to notify Earth Treks should there be any change in my child's health prior to the course.

Parent or Legal Guardian's Signature: _____ **Date:** _____

ASSUMPTION OF RISK, RELEASE, WAIVER, HOLD HARMLESS AND INDEMNIFICATION

The undersigned Participant is or is not a minor (under 18). If the Participant is a minor all the Participant's parent(s) or guardian(s) must also agree to and sign this ASSUMPTION OF RISK, RELEASE, WAIVER, HOLD HARMLESS AND INDEMNIFICATION.

PARTICIPANT'S NAME _____

ACTIVITY _____

DATE OF ACTIVITY _____

In connection with the undersigned's participation in the Activity described above on Jefferson County Open Space property, the Participant may be exposed to hazards and risks, including but not limited to: inclement weather (e.g., lightning, strong winds, rain, extreme temperatures); travel over bodies of water; unimproved topographic hazards such as rough trails, cliffs, ravines, caves, loose or falling rocks; poisonous or other dangerous insects, reptiles or plants; wild or uncontrolled animals; fire (including intentionally set fires for biological management); and hazardous building conditions.

In consideration for the opportunity to participate in the Activity on Jefferson County Open Space property, the undersigned (and, if the Participant is a minor, the Participant's parent(s) or guardian(s)), **to the fullest extent allowed by law, assumes all risks of injury, death, loss, or damage in any way resulting from the Participant's involvement in the Activity. This assumption of risk includes any injury, death, loss, damage, or expense resulting from the negligence of the County or its officers, employees and agents.**

The Participant (and, if the Participant is a minor, the Participant's parent(s) or guardian(s)) also, **to the fullest extent allowed by law, releases, waives, holds harmless and indemnifies the County and its officers, employees and agents, from and against all liability, claims and demands on account of any injury, death, loss, damage, or expense, including costs and attorney's fees, in any way resulting from the Participant's involvement in the Activity. This release, waiver, hold harmless and indemnification includes any injury, death, loss, damage, or expense resulting from the negligence of the County or its officers, employees, and agents.**

This ASSUMPTION OF RISK, RELEASE, WAIVER, HOLD HARMLESS AND INDEMNIFICATION is intended to be as broad and inclusive as permitted by law. If any portion of this document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Nothing contained herein shall be construed to limit any protections, immunities, or limits on liability provided Jefferson County under the State's constitution or statutes, including, without limitation, the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, Colorado Revised Statutes.

BY SIGNING BELOW, I ACKNOWLEDGE READING, UNDERSTANDING, AND AGREEING TO THIS ASSUMPTION OF RISK, RELEASE, WAIVER, HOLD HARMLESS AND INDEMNIFICATION.

(Signature of Participant)

(Date)

Signature of Parent/Guardian
if Participant is under 18

(Date)

Signature of Parent/Guardian
if Participant is under 18

(Date)