

# Campo Di Bocce of Fremont, LLC, DBA, The Peak of Fremont Assumption of Risk and Release of Liability Waiver Form



(Please Print Clearly)

**First Name** \_\_\_\_\_ **Last Name** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Home Phone #** \_\_\_\_\_ **Date of Birth** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Emergency Telephone #** \_\_\_\_\_ **Emergency Contact Name** \_\_\_\_\_

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT:

**THE PEAK OF FREMONT** (1/18)

I and/or my child (collectively “I,” “me,” or “my”) understand and acknowledge that I have voluntarily chosen to participate in activities at The Peak of Fremont and/or to enter the The Peak of Fremont facilities, including but not limited to climbing, bouldering, belaying, use of auto-belays, spotting, slacklining, use of free weights, weight machines and other fitness equipment and facilities, participation in teams, leagues, competitions, after-school programs, camps, teambuilding activities, special events, and any other activity undertaken on The Peak of Fremont’s premises, instruction in any activities, and observation of any activities (hereinafter collectively referred to as the “Activities”). I understand that there are many alternatives to the Activities, including but not limited to outdoor rock climbing and exercising on my own in outdoor settings. I understand that I will not be supervised by The Peak of Fremont staff, and am solely responsible for my own actions. In consideration for my being allowed to participate in the Activities and the use of The Peak of Fremont’s facilities, I hereby agree to release and discharge from all liability Campo di Bocce of Fremont LLC dba The Peak of Fremont, and each of its 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 “The Peak of Fremont”), 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 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 Activities. I confirm that I am physically and mentally capable of participating in the 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 Activities, I am obligated to cease participating in the Activities.

2. **Assumption of Risk:** Despite the risks involved and as consideration for being allowed to participate in the Activities, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** that might be associated with my participation in the Activities and use of the facilities.

3. **Agreement Never to Sue: I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY** The Peak of Fremont for any damage, injury or death to me arising from participation in the Activities or use of the facilities, regardless of cause, including the **ALLEGED NEGLIGENCE** of The Peak of Fremont, including claims of negligent instruction, with the exception of claims that cannot be released under applicable law. 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 Activities or use of the facilities. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY** that will apply whenever I participate in the Activities or use of the facilities, and that each time I use the facilities and/or engage in the Activities, that will constitute a renewal and reaffirmation of my and acceptance of this agreement.

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 Activities or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** The Peak of Fremont for any and all damages, attorney’s fees, and costs arising out of such a claim or a lawsuit. If I execute this agreement on behalf of another person, I certify that I am authorized to execute this agreement on their behalf and agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** The Peak of Fremont in the event that person brings a claim and contends that I was not authorized to execute this agreement.

5. **Governing Law, Jurisdiction and Severability:** I agree that 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 The Peak of Fremont, I agree to do so solely in the State of California, Alameda 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 the entire agreement between the parties and it cannot be changed or modified except in writing.

6. **Photo and Video Release:** I acknowledge that The Peak of Fremont and other participants may photograph or videotape the Activities and facilities. I agree that The Peak of Fremont may use these recordings in any way without compensation to me including, but not limited to, for marketing purposes and as evidence in any litigation.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF, AND IF I AM SIGNING ON BEHALF OF A MINOR PARTICIPANT, THAT I AM THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN.**

**Participant's Signature** \_\_\_\_\_

**Participant's Printed Name** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_

**Date** \_\_\_\_\_

**TO BE READ AND SIGNED BY PARENT or LEGAL GUARDIAN OF MINOR**

I hereby state that I am the parent or LEGAL guardian of the minor whose information appears above. I am familiar with this consent and agree to the term and provisions set forth in this release.

**Signature of Parent or Legal Guardian** \_\_\_\_\_

**Printed Name of Parent or Legal Guardian** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_

**Date** \_\_\_\_\_

**\* Waiver form must be filled out in completion or participants will not be permitted to climb.**