



In consideration of being allowed access to the premises (dba Grotto Climbing & Yoga, located at 4460 Alvarado Canyon Road, San Diego, California 92120) and services of Chalk Talk, LLC, its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on its behalf (referred below as "Chalk Talk"), I, an adult (18 years of age or older) visitor or parent or legal guardian of a visitor how is a minor (for myself and on behalf of the minor), hereby agree to release and discharge Chalk Talk, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate and agree as follows:

1. I understand and acknowledge that climbing, yoga, and fitness activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate, including but not limited to falling, equipment failure, negligence of other climbers, hidden, latent, or obvious defects in the facilities and/or equipment, the active or passive negligence of Chalk Talk, its employees, staff, agents, officers, and directors, and further including but not limited to my failure to observe the gym rules including my failure to properly check climbing equipment before climbing.
2. I acknowledge that both my climbing and non-climbing related activities and use of any of Chalk Talk 's services or facilities at this location, all other Chalk Talk locations, or any off-site locations, entails significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others, equipment failure, falling climbers, broken and or falling holds, loose holds, as well as the negligence of spotters, other participants, third parties and Chalk Talk.
3. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of Chalk Talk. My participation in these activities is purely voluntary, and I elect to participate in these activities in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Chalk Talk from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of Chalk Talk's equipment or facilities or parking lot, including any such claims which I, my children, parents, heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of Chalk Talk. I understand that this release includes all claims against Chalk Talk arising from its ordinary negligence, but does not include claims arising from Chalk Talk's alleged gross negligence.
5. Should Chalk Talk or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I declare that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or else I agree to bear the costs of such injury or damage myself.

7. If I am an adult visitor, or the parent of a minor visitor, I declare that I (or the child) have (or has) no medical or physical condition which could interfere with my safety while participating in these activities, or else I am willing to assume and bear the costs of, all risks that may be created, directly or indirectly, by any such condition. *In order to reduce the chances of illness, serious injury, or death, Chalk Talk advises that participants consult a physician before beginning an exercise program, or engaging in strenuous physical activities or diet/nutrition alternations. (Please review the Warranty of Physical Fitness and other provisions of the Chalk Talk Membership Contract).*
8. I give permission to Chalk Talk to capture my image by means of any form of media, including photo or video, and agree that any such media may be used for any and all purposes that Chalk Talk sees fit, and without compensation.
9. I agree that the validity and enforceability of this agreement will be governed by the substantive laws of California, without regard to its conflict of law rules, and any suit or mediation must be brought and maintained exclusively in San Diego County, California. For myself and, if applicable, for the minor child, I consent to the jurisdiction of those courts.
10. I agree to abide by the rules of the facility.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my rights to maintain a lawsuit against Chalk Talk for any claim that I released by signing this document.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant: \_\_\_\_\_  
 (18 years and older must sign)

Participant Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the all the terms of this document, as set forth above.

By signing below the Parent or Court-Appointed Legal Guardian agrees that they are also subject to all the terms of this document, as set forth above.

Parent or Guardian's Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

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