

# VISITOR AGREEMENT

(INCLUDING ASSUMPTION OF RISK  
AND AGREEMENT OF RELEASE AND INDEMNITY)



[momentumclimbing.com](http://momentumclimbing.com)

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**MILLCREEK** 3173 E 3300 S Salt Lake City, UT 84109 (801) 906-2132  
**LEHI** 401 S 850 E Lehi, UT 84043 (801) 717-1233  
**KATY** 25410 Katy Mills Pkwy Katy, TX 77494 (832) 437-9091  
**SILVER STREET** 1401 Silver St Houston, TX 77007 (832) 433-7211  
**SODO** 2759 1st Ave S Seattle, WA 98134 (206) 588-1510

## PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS

This Agreement must be signed by all visitors of Momentum, LLC, a Utah limited liability company (collectively referred to herein with Momentum's employees, owners, officers, directors, agents, independent contractors and assigns as "Momentum"). If the visitor 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 visitor. "Visitor" as used in this Agreement includes participants in Momentum Activities (see below) and other persons that enter a Momentum facility or take part in a Momentum activity.

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

**ACTIVITIES:** This Agreement applies to facilities operated by Momentum, other facilities that Momentum uses for its activities, and any outdoor or remote locations where Momentum is conducting 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 visitors or objects; loose handholds or loose rock, equipment failure even if equipment is properly used; the conduct, including negligent conduct, of other visitors, participants and staff; harm due to exposure to weather, plants or wildlife; potential exposure to pathogens and communicable diseases; the aggravation of pre-existing conditions; risks identified by Momentum through rules and warnings, whether written, oral or otherwise; and other foreseeable or unforeseeable risks. 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 visitors 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 visitor 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 visitor, or parent or guardian of a visitor 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 visitor's, families, arising out of my, or the minor visitor'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 visitor, am capable of participating in Momentum Activities and have no mental or physical condition that would cause me or the minor visitor to be a danger to ourselves or others.
2. I understand that I am responsible for assessing the quality of my, and the minor visitor'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.

