

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, and RELEASE OF LIABILITY

WARNING: There are significant elements of risk in any adventure, sport, activity or training associated with trekking, hiking, biking, mountaineering, rock climbing, rock face climbing, ski mountaineering, walking on glaciated terrain or surfaces, and other outdoor sporting and/or recreational endeavors (referred to herein as "activity") and the use of any equipment, as well as activities utilized in connection with an activity and use of equipment.

ACKNOWLEDGMENT OF RISKS: I recognize that there are inherent risks in this type of activity. These risks may result in serious injury or death, and include but are not limited to: 1) Falls; 2) Cold weather related injuries including hypothermia, frostnip and frostbite which may result in loss of limbs, digits, and/or permanent scarring; 3) Heat related illnesses including heat exhaustion and heat stroke; 4) Altitude related sicknesses including acute mountain sickness, pulmonary edema, cerebral edema, and/or retinal hemorrhage; 5) An "act of nature" which may include avalanche, rock fall, crevasse fall, inclement weather, high winds, and severe cold; 6) River crossings, fjordings, or travel including travel to or from the activity, whether or not such travel is arranged for or performed by Vertical Endeavors; 7) Risk associated with crossing, climbing, or down climbing rock, snow, and/or ice; 8) Equipment failure; 9) My sense of balance, physical coordination, and ability to follow instructions, and the actions of other climbers; and 10) Physical demands of, or falls sustained while participating in the activity.

I also acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of this activity; that personal property may be damaged or lost; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that wearing appropriate clothing, footwear, and a safety helmet are basic precautions. I also agree and acknowledge it is my responsibility to ensure I am physically able to perform the activities to which I voluntarily agree to participate in as well as to take all necessary precautions to ensure my safety, including the wearing of appropriate clothing, footwear and a safety helmet or any other appropriate safety equipment (including but not limited to a life jacket), in the performance of any activity.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any expenses as a result of my negligence or the negligence of any minor children for which I am responsible. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal bite or attack, insect bite or allergic reaction; shock, paralysis, drowning, and/or death; and acknowledge that during the activity I/we may experience fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to climbing/ mountaineering objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us as participants, become your property and may be used for promotional or commercial purposes.

RELEASE OF IMAGES: In consideration of my observing or participating in outdoor events or activities sponsored by Vertical Endeavors, Inc., Vertical Endeavors-Minneapolis, Inc., Vertical Endeavors-Chicago, Inc., Vertical Endeavors-Duluth, Inc. and any affiliated organizations or companies. I hereby grant to Vertical Endeavors, Inc., Vertical Endeavors-Minneapolis, Inc., Vertical Endeavors-Chicago, Inc., Vertical Endeavors-Crystal Lake, Inc., Vertical Endeavors-Duluth, Inc. Its subsidiaries, affiliates, licensees, successors and assigns, the right to photograph me and use my name and likeness for any legitimate business purpose, including but not limited to publicity, promotion and advertising, without reimbursement or compensation to me. This grant shall extend to any and all reprints and reissues of any such photographs.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: VERTICAL ENDEAVORS, INC., VERTICAL ENDEAVORS-MINNEAPOLIS, INC., VERTICAL ENDEAVORS-CHICAGO, INC., VERTICAL ENDEAVORS-CRYSTAL LAKE, INC., VERTICAL ENDEAVORS-DULUTH, INC. and any affiliated organizations or companies its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

PROMISE NOT TO SUE In consideration of my engaging in activities sponsored by Vertical Endeavors, I also hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, and PROMISE NOT TO SUE VERTICAL ENDEAVORS, INC., VERTICAL ENDEAVORS-MINNEAPOLIS, INC., VERTICAL ENDEAVORS-CHICAGO, INC., VERTICAL ENDEAVORS-CRYSTAL LAKE, INC., VERTICAL ENDEAVORS-DULUTH, INC. And any affiliated organizations or companies, its principals, directors, officers, agents, employees or companies, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted.

INCLEMENT WEATHER In the event of inclement weather, Vertical Endeavors' staff may make the determination to participate in an activity indoors or may decide to cancel all activities. In the event of inclement weather the decision to participate indoors or not at all shall be at the sole discretion of Vertical Endeavors. In the event a determination is made to engage in activities indoors, you hereby agree this **Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability** shall apply to any and all such activities conducted indoors.

This agreement releases the aforementioned persons from any liability to me, my heirs, or next of kin, assigns, or personal representatives, for any losses or damages or claims or demands arising out of my PERSONAL INJURIES, damage to my PROPERTY, or from my DEATH, whether said losses or damages arise from my engaging in an activity, the use of equipment in connection with an activity, or both.

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions, and to this end the provisions of the Agreement are to be severable. This Agreement shall be governed by the laws of the State of Minnesota.

INDEMNIFICATION AGREEMENT In consideration of my engaging in the activities sponsored by Vertical Endeavors, I agree to indemnify and hold harmless the persons RELEASED and DISCHARGED by me from any loss, liability, damages or cost, including reasonable attorneys' fees, that they may incur due to the presence of any claims or actions by me, or by my heirs, next of kin, assigns, or personal representatives, arising out of my engaging in the activities, or use of any equipment in connection with any activity.

I HAVE READ THE FRONT AND BACK OF THIS PAGE AND UNDERSTOOD THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Participant's Signature _____ Print Name _____

PLEASE PRINT: Date of Birth ____/____/____ Age: _____

If the participant is under 18, the Parent or Legal Guardian must also sign:

Parent/Legal Guardian Signature _____ Print Name _____

Participant's Street Address _____

City _____ State _____ Zip _____

Participant's Home Phone (_____) Emergency Contact Phone (_____)

Emergency Contact

(_____)
Emergency Contact Phone

List participant's known allergies to plants, insects, or medications: _____

Is the participant under a doctor's care or using any prescribed medications? YES / NO

If yes, please describe: _____

Do you know of, or have you been advised of, any medical conditions that you have that would prevent you from safely participating in the activities of rock climbing or belaying? YES / NO

If yes, please describe: _____

Check the box if the participant normally wears: Contact Lenses _____ Glasses _____

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