

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

ADULT

CHILD

Print First Name Middle Initial Last Name

Print First Name Middle Initial Last Name

WARNING, THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING YOU GIVE UP YOUR RIGHT TO RECOVER ANY COMPENSATION, FOR ANY PERSONAL INJURIES, DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF VERTICAL ENDEAVORS, INC., WHICH INCLUDES ALL OF ITS SUBSIDIARIES ("VERTICAL ENDEAVORS"), FACILITIES, ROCK CLIMBING WALLS OR EQUIPMENT ("CLIMBING APPARATUS"), OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES ("INSTRUCTION ACTIVITIES"), INCLUDING TRANSPORTATION PROVIDED BY VERTICAL ENDEAVORS. YOU ARE RELEASING VERTICAL ENDEAVORS' LANDLORD, AND THE DESIGNERS, MANUFACTURERS AND INSTALLERS OF THE CLIMBING APPARATUS. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

WARNING: CLIMBING IS DANGEROUS!!! I, the undersigned, acknowledge and agree that the use of Climbing Apparatus and Instruction Activities sponsored by Vertical Endeavors have INHERENT RISKS. Those risks include, but are not limited to the following:

1. Injuries or death resulting from the failure or negligent misuse of Vertical Endeavors' Climbing Apparatus.
2. Injuries resulting from slips, trips, falls, and/or the physical demands associated with the use of Vertical Endeavors' Climbing Apparatus.
3. Injuries resulting from the swinging or fall of other persons who may come into contact with me or from any swinging or falls in which I come into contact with other persons.
4. Injuries occurring from the NEGLIGENCE or lack of adequate training of Vertical Endeavors' volunteers or employees assisting with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of Vertical Endeavors Climbing Apparatus, and also including but not limited to, failure of ropes, slings, harnesses, belay devices, handholds, anchor points, landing surface and its curbs, items left in landing surface and any other part of the climbing structure.
6. Injuries resulting from the NEGLIGENCE of Vertical Endeavors' owners, operators, employees, or volunteer assistants, the NEGLIGENCE of other climbers, visitors, or persons present at Vertical Endeavors, the NEGLIGENCE of the designers, manufacturers or installers of the Climbing Apparatus, and/ or the NEGLIGENCE Vertical Endeavors' landlord.
7. If you engage in bouldering you further agree you will abide by and adhere to Vertical Endeavors' rules and regulations with respect to bouldering and assume any and all risk associated with the failure to abide by those rules and regulations. If you desire to engage in Top Out Bouldering you will not do so until such time as you have to Vertical Endeavors' satisfaction demonstrated the ability to engage in such activities and will not engage in Top Out Bouldering until such time as you have been provided the designated tag by Vertical Endeavors allowing you to engage in this activity.
8. Injuries resulting from Instruction Activities not directly related to climbing but related to other services offered by Vertical Endeavors in its facilities.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using Climbing Apparatus and other activities offered by Vertical Endeavors including Instruction Activities. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I am SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

Initial _____ (If participant is under 18, Parent/Legal Guardian must initial.)

RELEASE, PROMISE NOT TO SUE AND REPRESENTATIONS

In consideration of my observing or using Vertical Endeavors' Climbing Apparatus, and/or in consideration of my participating in Instructional Activities I, on behalf of myself, my heirs, administrators and personal representatives, hereby RELEASE VERTICAL ENDEAVORS AND FOREVER DISCHARGE IT FROM ANY AND ALL LIABILITY, and PROMISE NOT TO SUE Vertical Endeavors, or any of its officers, directors, employees, volunteers, or agents or any other climber, visitor, or person present in or using Vertical Endeavors' Climbing Apparatus for any claims, losses, damages and/or demands arising out of any PERSONAL INJURIES sustained by me, damage to my PROPERTY, or my DEATH based on negligence. This RELEASE extends to and shall be applicable to the designers, manufacturers and/or installers of Vertical Endeavors' Climbing Apparatus and Vertical Endeavors' landlord.

In the event you engage in Top Out Bouldering, you represent you are over the age of 18 and that you have the demonstrated ability to top out on the bouldering apparatus at VE. You further agree not to engage in flips, tricks, jumping, or any other activity that is not safe in connection with bouldering.

All parents bringing children to the facility hereby acknowledge and agree they have been advised by VE staff of VE's child supervision rules, I have reviewed the child supervision rules posted by VE within the facility and agree to abide by and follow the child supervision rules.

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 provision, and to this end the provisions of the Agreement are severable. This Agreement shall be governed by the laws of the State of Minnesota.

Initial _____ (If participant is under 18, Parent/Legal Guardian must initial.)

COVID-19 ASSUMPTION AND ACKNOWLEDGMENT OF RISK

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Vertical Endeavors (the "VE") has created new protocols and put in place preventative measures to reduce the spread of COVID-19 but the pandemic circumstances require that anyone and everyone related to and coming into contact with other individuals in VE's facilities and programs assume personal responsibility for the risks of participation. VE cannot guarantee that you, your child(ren), your family, or friends will not become exposed to or infected with COVID-19, or that if infected, that you or your children will not pass COVID-19 to others. Visiting our facilities or attending any program hosted or sponsored by VE may increase your risk and your child(ren)'s risk of contracting COVID-19 or other communicable diseases, and consequently the risk that you, your children, your family, your friends and other people may contract COVID-19 (or other communicable diseases).

In consideration of me/my child(ren) being allowed to enter, use, or visit the facility and participate in any way in a VE program, I acknowledge that I have carefully read this document and fully understand that it includes a release of liability, and that by signing it I am giving up legal rights which I or my child(ren) otherwise might have. I acknowledge that I am the parent(s)/legal guardian(s) of the minor child(ren) listed at the end of this document and have Decision Making Responsibility for them.

I further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that by entering, utilizing, or participating in a VE facility or program my child(ren) and I, and through us, our family, friends and others, may be exposed to or infected by COVID-19 (and/or other communicable diseases), and that such exposure and/or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 (or other communicable diseases) at, during or related to a VE facility or program may result either from COVID-19 (or another communicable disease) itself and the inability of any action or series of actions to entirely prevent exposure to, transmission of, or infection by COVID-19, or may result from the actions, omissions, or negligence of VE's owners, management, employees, volunteers, myself, my child(ren), or others, including, but not limited to other participants and their families.

I VOLUNTARILY AGREE to assume all risks related to entry, use, and participation in VE's facilities, and programs, whether described in this document, otherwise known or unknown, and accept sole responsibility for any injury to my child(ren), myself, other family members, friends and others, which injury may include, but not be limited to, personal injury, illness, disability, or death, as well as any damages, losses, claims, liabilities, or expenses of any kind arising from or related in any way to COVID-19 (or any other communicable disease) and my/my child(ren)'s participation in VE's facility or program (the "Claims"), and the actions, omissions, or negligence of VE's owners, management, employees, and volunteers.

Further, on my own behalf, and on behalf of my child(ren), other family members, friends, guests at the facility or program and any of my or their heirs, executors, successors and assigns, I hereby release, covenant not to sue, discharge, and agree to indemnify, defend and hold harmless VE and its owners, management, employees, agents, volunteers and representatives, of and from the Claims to the fullest extent permitted by law.

I acknowledge that I have had the opportunity to consult with an attorney prior to executing this release and waiver, that I have carefully read and fully understand all of its provisions, and that I execute this waiver and release agreement voluntarily and of my free will.

I promise not to institute any charge, complaint, or lawsuit to challenge the validity of this Release or the circumstances surrounding its execution; in such case, VE (and its owners, management, employees, agents, volunteers and representatives) shall be entitled to recover all of their attorneys' fees and expenses from me regardless of the result.

Initial _____ (If participant is under 18, Parent/Legal Guardian must initial.)

This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original and all of which shall together constitute one and the same Agreement. All faxed, emailed, PDF or electronic signatures affirming this Agreement constitute an original signature.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THIS AGREEMENT. I AGREE TO ALL TERMS. (ALTERATIONS OR MODIFICATIONS TO THIS DOCUMENT ARE NOT ALLOWED). THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL CANCELED OR MODIFIED BY A WRITING SIGNED BY VERTICAL ENDEAVORS.

Given the serious nature of COVID-19, and its ability to affect not just the participant but all who come into contact with the participant, VE feels that all parents with decision making authority should give their consent. This release waiver requires the signature of both parents. If this is a divorce situation, both parents are still required to sign. If a parent has sole decision-making responsibilities, a court order is required. Please contact the Vertical Endeavors business office for how to proceed if you have any additional questions.

Signature (If participant is under 18, Parent/Legal Guardian must sign.)
AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND I AM SIGNING THIS
RELEASE ON BEHALF OF THE MINOR.

Street (Print)

Date

City (Print) State Zip

Participants Birth Date Age

Phone Number

Emergency Contact Name Phone Number

Email Address

Do you know of, or have your been advised of, any medical conditions that the participant have that would prevent you from safely, participating in the activities of rock climbing and or belaying?

YES / NO - If YES, please describe: _____

Waiver Type: Daily - Punchcard - Free Pass - Belay Only - Lesson - Spectator - Group Chap - Kids Camp - School - Church - Misc. - B-day - Scouts - Other _____
EMPLOYEE INITIAL _____ **DATE** _____ / _____ / _____ **ENTERED IN RGP BY** _____ ***Office use only***

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