

# VERTICAL ENDEAVORS OUTDOOR AND GUIDED PROGRAMS

## **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 and the use of any equipment, as well as activities utilized in connection with an activity and use of equipment (referred to herein as "activity").

**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, and those minor children for which I am responsible, engaging in any activity. 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.

**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-Bloomington, Inc., Vertical Endeavors-Duluth, Inc. Vertical Endeavors-St Paul Bouldering, Inc. and any affiliated organizations or companies. I hereby grant to Vertical Endeavors, Inc., Vertical Endeavors-Minneapolis, Inc., Vertical Endeavors-Chicago, Inc., Vertical Endeavors-Bloomington, Inc., Vertical Endeavors-Duluth, Inc., Vertical Endeavors-St Paul Bouldering, 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 my engaging in activities sponsored by Vertical Endeavors, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, administrators, personal representatives or assigns, do hereby release: VERTICAL ENDEAVORS, INC., or any of its affiliates including the locations in St. Paul, Minneapolis, Bloomington, Chicago and Duluth or any wholly owned subsidiary of the same ("Vertical Endeavors") and any affiliated organizations, 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 and all claims for damages arising from any cause whatsoever (except that which is the result of gross negligence).

Initial \_\_\_\_\_

(If participant is under 18, Parent/Court Appointed Legal Guardian must initial.)

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**Vertical Endeavors Outdoor and Guided Programs  
Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability**

**CESSATION OF ACTIVITIES** In the event of inclement weather, other forces of nature, medical necessities, issues with other participants and/or the inability of you or another participant to being unable to meet the rigors or requirements of the activity, Vertical Endeavors' staff may make the determination to participate in an activity indoors or may decide to cancel all activities, such decision being in the sole discretion of Vertical Endeavors' staff.. 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.

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

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.

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.

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

**<OVER>**

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.

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.

**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.**

\_\_\_\_\_  
Print Participants Name

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

\_\_\_\_\_  
Street (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Participants Birth Date

\_\_\_\_\_  
Age

\_\_\_\_\_  
Participant's Phone Number

\_\_\_\_\_  
Emergency Contact Name Phone Number

\_\_\_\_\_  
Email Address

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

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Print Name

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND I AM SIGNING THIS RELEASE ON BEHALF OF THE MINOR.

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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