

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND RULES 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.)

CLIMBING FACILITY RULES

The participant acknowledges that they have access to, and understand, the most current posted or published rules of the facility and agrees to comply with the judgement of the climbing facility staff. Any infractions of the posted, published, and communicated rules will result in loss of climbing privileges for that event. **Everyone entering the Facility agrees to** follow at all times all written, posted, published, and spoken rules, requirements, policies, procedures, guidelines, instructions, and directions applicable to the Climbing Activities (“Climbing Rules & Warnings”). Everyone must review and be familiar with the most current Climbing Rules & Warnings that are published at www.verticalendeavors.com, posted in the facility, and communicated by or obtained from Vertical Endeavors staff. Vertical Endeavors reserves the right, in their sole discretion, to change, modify, or otherwise alter their Climbing Rules & Warnings at any time. Modifications to published, posted, or communicated Climbing Rules & Warnings will become effective immediately upon the Vertical Endeavors website, posted in the facility, or communicated by Vertical Endeavors Staff.

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.

If signing for a minor child and this is a divorce situation, a custodial parent is required to sign this Agreement. 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.)
I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND I AM SIGNING THIS RELEASE ON BEHALF OF THE MINOR.

Street (Print)

City (Print) State Zip

Date

Phone Number

Participants Birth Date

Age

Email Address

Emergency Contact Name

Phone Number

Email Address

Do you know of, or have you 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 - Punch Card - 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***