

CLIMBING WALL AGREEMENT (INCLUDING ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY)

Please read this form carefully. We MUST have a signed form on file before you ("Climber") are allowed to climb. This form, which includes an acknowledgment and assumption of risks, and agreements of release and indemnity, must be signed by all climbers, adults and minors (under 18 years of age), and the parent or guardian (either, "parent") of a minor climber. The parent or guardian signs for himself or herself and on behalf of the minor.

For and in consideration of the services of Positive Energy Outdoors, the undersigned Climber (adult or minor) and the parent or guardian of a minor climber (referred to below as "I" unless otherwise indicated), acknowledge and agree as follows:

Activities and Risks

The wall is a structure 20 feet high, onto which certain handholds have been attached. The climber should be supported by means of a "belay:" a system which includes a rope attached to the climber's waist by means of a harness. That rope is run through an anchor at the top of the wall, from which it extends down to and is connected to a belay device attached to a harness and held by a staff member or co-participant who is positioned near the base of the wall. This "belayer" is responsible for slackening or tightening the rope as required during the climb.

I understand that reasonable steps will be taken to manage the risks of a climb, including inspections of the wall and reasonably determining competencies of belayers. But, accidents can happen. Among the risks of participating are the following: falling off the wall; loose and/or damaged holds; equipment failure, including failure of the belay systems, and failure or collapse of the wall, collisions with other individuals, equipment or other objects, or being fallen upon by other participants; abrasions from the wall, ropes, holds, ground, mats or floor; belay failure, caused by faulty or failed equipment or improper procedures by a belayer; climbing beyond one's competency; the negligence of other climbers, belayers, spectators, or other persons present; collisions with persons, equipment and other items in the vicinity of the wall and otherwise in the area in which the wall is positioned.

These, and other risks not described, could result in physical harm, including strains, sprains, contusions, breaks and cuts, emotional injury, paralysis, death, or other damage to climbers, other participants, property, and to third parties.

I understand that such risks cannot be eliminated without diminishing the essential qualities of the climbing activity. I understand that the staff, and others assisting the staff have difficult jobs to perform. They seek to effectively manage the risks of the activity and the environment, but they are not infallible. I have read and understand Positive Energy Outdoors' Portable Climbing Wall rules and policies. Positive Energy Outdoors strongly recommends that adults use a helmet in climbing wall activities and requires helmets be worn by everyone under age 18.

I acknowledge and agree that Positive Energy Outdoors and its staff have no responsibility for injuries arising out of the use of personal gear which I may choose to wear or use, including harnesses or helmets, even though Positive Energy Outdoors reserves the right to examine and prohibit my use of such gear.

Agreement for Use of Photographs, Artwork, and Name:

From time to time photographs, videos, and/or audio clips may be taken of youth and adults engaging in Positive Energy Outdoors programs and activities. Positive Energy Outdoors requests the right to use all photos, videos, and/or audio clips taken of youth and adults, programs and activities. These may be used for promotional brochures, promotions or showcase of programs on our web sites, showcase of activities in local newspapers, and other not-for-profit purposes.

Acknowledgment and Assumption of Risks (for All Climbers and Parents of Minor Climbers)

I as a Participant (adult or minor), and parent or guardian of a minor participant, expressly accept and assume all risks associated with enrollment or participation in the climbing and associated activities, whether or not described above, and inherent or otherwise.

Agreements of Release and Indemnity (for Adult Climbers and Parents of Minor Climbers Only)

If I am an adult Climber, or Parent of a minor climber (for myself and on behalf of the minor for whom I sign), I agree as follows:

a) I assume all financial responsibility for any injury or damage incurred by or caused by me (or by the child for whom I sign) in any way related to the climbing and associated activities. I agree, on behalf of myself, the minor child for whom I sign, members of my family, heirs, assigns, personal representatives and my estate to release, discharge, indemnify and hold harmless Positive Energy Outdoors, its board, employees and volunteers assisting in the climbing activities ("Released Parties") from any and all

claims, by whomever they may be brought, and including claims of negligence, which are in any way connected with my or the child's enrollment or participation in the climbing and associated activities.

b) I acknowledge that this agreement shall be governed by and construed in accordance with the substantive laws of the state of Minnesota (but not those laws which may apply the laws of another State). Any suit or action filed by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement shall be filed in St. Louis County in the state of Minnesota. If any provision of this agreement is found by a court of law to be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this agreement shall not be affected.

I HAVE READ HIS DOCUMENT CAREFULLY, AND UNDERSTAND THAT BY SIGNING IT I SURRENDER CERTAIN RIGHTS FOR MYSELF AS A PARTICIPANT (ADULT OR MINOR), AS PARENT OR GUARDIAN OF A MINOR PARTICIPANT, AND FOR THE CHILD FOR WHOM I SIGN.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I AGREE TO BE BOUND BY ALL TERMS CONTAINED HEREIN TO THE MAXIMUM EXTENT ALLOWED BY LAW. IF I AM A MINOR AT THE TIME OF SIGNING AND BECOME AN ADULT DURING THE PERIOD OF THIS DOCUMENT'S APPLICATION, MY CONTINUED PARTICIPATION IN THE CLIMBING ACTIVITIES WILL CONFIRM AND RATIFY MY AGREEMENT TO ALL THE TERMS OF THIS AGREEMENT, AS THOUGH I WERE AN ADULT AT THE TIME OF SIGNING BELOW.

Parent or Guardian: I, the undersigned, as parent or guardian over the age of 18, state and represent that I have read this agreement, understand its terms, and as parent or guardian, I execute it voluntarily and with full knowledge of its significance do so on behalf of the person(s) named below.

PRINT NAME of Participant(s): _____

SIGNATURE of Primary Parent/Guardian (if participant is under 18) or Adult Participant:

PRINT NAME of Primary Parent/Guardian: _____

Positive Energy for Youth is a Head of the Lakes United Way Partner Agency. All information below is required for grant reporting purposes. Thank you for helping us collect this important data.

Participant(s) Age(s): ____ **Child (Birth – 5)** ____ **School-Aged (6-18)** ____ **Adult (19-64)** ____ **Senior (65+)**

ZIP Code: _____

Gender: M F

Does this participant's household qualify for free or reduced lunch? Y N

Race/Ethnicity (circle one):

African/African-American

American Indian

Asian/Asian-American

Caucasian

Latino/Hispanic

Other

Please list any health information that may impact participation in programming (i.e. limited mobility, recent injury, etc.)

