



Positive Energy for Youth Rock and Ice Climbing Assumption of Risk

We are proud of our excellent safety record, which spans over 30 combined years of professional experience teaching rock and ice climbing. We are required to inform participants and their parents/guardians of the potential for injury. Occasionally, participants in our programs have experienced minor bumps, bruises or scrapes. Please contact us if you have any questions about our climbing programs.

Activities and Risks

Rock and ice climbing are active outdoor adventures that carry risks. Please understand that reasonable steps have been taken to manage the risks of climbing, including inspections of equipment and supervising the climbing site, including climbers and belayers; however, accidents can happen.

Among the risks of climbing are the following: falls; equipment failure; being fallen upon by other participants; abrasions from the rock face, ice or ropes; 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 climbing site. Travel may be on foot over unpredictable terrain including lakes and creeks, snow and ice, slippery rocks, downed timber and steep slopes. Environmental risks may include cold weather, deep or cold water, ice/rock fall and other unpredictable forces of nature.

These, and other risks not described, could result in physical harm, including strains, sprains, contusions, abrasions and cuts, broken bones, 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 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 for Youth programs and activities. Positive Energy for Youth 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.

Participant Name(s): _____

Signature of Parent/Guardian required for participants under age 18.

Participant or Parent/Guardian Signature: _____

Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Emergency contact:

Name _____ Relationship _____

Phone number(s) _____

Are you under a physicians care or do you have any medical conditions that may affect your participation? If yes, please describe:

Please note: consult a physician before climbing if you have unmanaged diabetes, seizures or epilepsy; have cardiovascular disease including high blood pressure; a neck or back condition, are in the first trimester of pregnancy or are post partum.