

GIANTS RIDGE CLIMBING WALL

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

ADULT

CHILD

Print First Name Middle Initial Last Name Name Print First Name Middle Initial Last Name

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 GIANTS RIDGE 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 GIANTS RIDGE’S Climbing Apparatus.
2. Injuries resulting from slips, trips, falls, and/or the physical demands associated with the use of GIANTS RIDGE’S 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 GIANTS RIDGE’S volunteers or employees assisting with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of GIANTS RIDGE’S 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 GIANTS RIDGE’S owners, operators, employees, or volunteer assistants, the NEGLIGENCE of other climbers, visitors, or persons present at GIANTS RIDGE, and the NEGLIGENCE of the designers, manufacturers or installers of the Climbing Apparatus.
7. Injuries resulting from Instruction Activities not directly related to climbing but related to other services offered by GIANTS RIDGE.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using Climbing Apparatus and other activities offered by GIANTS RIDGE 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 the age of 18, Parent/Legal Guardian must initial.)

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 THE CLIMBING WALL AT GIANTS RIDGE, A RECREATIONAL AREA OWNED BY THE OFFICE OF THE COMMISSIONER OF IRON RANGE RESOURCES AND REHABILITATION, A MINNESOTA STATE AGENCY, AND OPERATED BY GUEST SERVICES MANAGEMENT, LLC (COLLECTIVELY “GIANTS RIDGE”), INCLUDING THE ROCK CLIMBING WALLS OR EQUIPMENT (“CLIMBING APPARATUS”), OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES (“INSTRUCTION ACTIVITIES”) PROVIDED BY GIANTS RIDGE. YOU ARE FURTHER RELEASING GIANTS RIDGE, THE DESIGNERS, MANUFACTURERS AND INSTALLERS OF THE CLIMBING APPARATUS AND ANY PERSONS USING GIANTS RIDGE’S CLIMBING APPARATUS. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES.

RELEASE, PROMISE NOT TO SUE AND REPRESENTATIONS

In consideration of my observing or using GIANTS RIDGE’S 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 GIANTS RIDGE AND FOREVER DISCHARGE IT FROM ANY AND ALL LIABILITY, and PROMISE NOT TO SUE AND TO HOLD HARMLESS GIANTS RIDGE, or any of its officers, directors, employees, volunteers, or agents or any other climber, visitor, or person present in or using GIANTS RIDGE’S 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. This RELEASE extends to and shall be applicable to the designers, manufacturers and/or installers of GIANTS RIDGE’S Climbing Apparatus.

RELEASE, PROMISE NOT TO SUE AND REPRESENTATIONS (continued)

You represent you are at least the age of 18 and that you have the demonstrated ability to top out on the bouldering apparatus at GIANTS RIDGE. You further agree not to engage in flips, tricks, jumping, or any other activity that is not safe in connection with bouldering.

You further represent that you have read and understand the Giants Ridge Climbing Wall Use and Rules Policy ("Policy") and that you will abide by all provisions in the Policy.

All parents bringing children to the Facility (as defined in the Policy) hereby acknowledge and agree they have been advised by GIANTS RIDGE staff of GIANTS RIDGE'S supervision rules. I have reviewed the child supervision rules posted by GIANTS RIDGE within the facility and agree to abide by and following 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 the age of 18, Parent/Legal Guardian must initial.)

INDEMNIFICATION

You agree to indemnify GIANTS RIDGE for any losses or damages GIANTS RIDGE incurs that are the result of consequence or result of any act or action you take while participating in activities at GIANTS RIDGE.

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

MEDICAL CONDITION

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

YES / NO – If YES, please describe: _____

I HAVE READ THIS AGREEMENT AND THOROUGHLY UNDERSTAND ITS TERMS. 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 GIANTS RIDGE.

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

Participant's Birth Date Age

Email Address

Emergency Contact Name Phone Number

EMPLOYEE INITIAL _____ **DATE** ___/___/___

Office Use Only