



# 2018 Daily Climbing Wall Agreement, Release of Liability, and Indemnification

Please read carefully, this is a Release of Liability, Indemnification, & Waiver of Legal Rights

- Warning – Climbing is Dangerous!** I understand and accept that use of the climbing wall apparatus and associated instruction activities are HAZARDOUS SPORTS that have many dangers and risks. I realize that injuries are a common and ordinary occurrence of these sports and that severe injury, including death, is an inherent risk of the climbing wall apparatus and associated instruction activities. **I expressly assume all risk associated with use of the climbing apparatus and associated instruction activities** including without limitation, the risks and inherent dangers associated with the climbing wall apparatus and associated instruction activities. These risks include, but are not limited to: weather; changes in lighting conditions; changes in surface conditions of the climbing apparatus or surrounding surfaces; failure of ropes, slings, harnesses, belay devices, handholds, and anchor points; slips, trips, and falls; collisions with other persons; and collisions with other natural and man-made hazards. I agree to follow, and be bound by Climb Smart! promulgated by the Climbing Wall Association that is posted at this resort.
- In consideration of being allowed to use the area facilities and premises at Giants Ridge, and specifically in exchange for the opportunity to use the climbing apparatus at Giants Ridge, I agree to release the Department of Iron Range Resources and Rehabilitation state agency, Guest Services Management, LLC (and its employees and affiliates) and the Giants Ridge Recreation Area (collectively "Giants Ridge") and its agents, employees and officers from any and all liability for personal injury, death or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or my participation in the use of the climbing wall apparatus and associated instruction activities, or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result. This release applies to all claims resulting from anything that happens after the execution of this agreement.
- Do you know of, or have you been advised of, any medical conditions that would prevent you from safely participating in the activities of rock climbing and / or belaying?  YES  NO **If "YES", please describe:** \_\_\_\_\_
- To the extent I am signing on behalf of a minor, **I hereby release Giants Ridge** from any and all liability for personal injury, death or property damage sustained by said minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in the use of the climbing wall apparatus and associated instruction activities, or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result. \_\_\_\_\_ **INITIAL of participant or Parent / Guardian**
- I further agree to defend, indemnify and hold harmless Giants Ridge from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor's on whose behalf I signed, participation the use of the climbing apparatus and associated instruction activities, or other activities at Giants Ridge. I promise not to sue Giants Ridge and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at Giants Ridge, I will have no right to make a claim or file a lawsuit against Giants Ridge. I agree to defend and indemnify Giants Ridge for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.
- In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of Giants Ridge, or its agents, employees and officers.
- This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
- I hereby release Giants Ridge, Guest Services Management, LLC, and the Department of Iron Range Resources and Rehabilitation to take my photograph, and/or that of my minor child/children, and use the image(s) in its promotional materials and publicity efforts, including but not limited to billboards, brochures, magazines, website, social media (i.e. Facebook), and any and all other promotional materials related to Giants Ridge. I understand that use of these images will not be reimbursed in the form of any cash, goods or services.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL. 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.**

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

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Date

**Parent/Guardian:** If the participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Parent/Guardian's Printed Name

\_\_\_\_\_  
Date

\*\*\*\*\*If the person executing this release is a minor, the following section must be completed\*\*\*\*\*

**MINOR PARTICIPANT**

**TO BE COMPLETED IF PARTICIPANT IS A MINOR**

**ACKNOWLEDGMENTS AND AGREEMENTS OF MINOR PARTICIPANT**

You acknowledge that you have read the entirety of this Agreement, **including page one (Initial Here \_\_\_\_\_)** of this Agreement. Moreover, you acknowledge that you have shown both pages of this Agreement to your parent or legal guardian and asked him/her to read both pages carefully.

By signing your name, you are confirming that you understand the waiver and release, indemnification, as well as the assumption-of-the-risk language, on page one of this Agreement and you acknowledge and agree that the waiver and release, as well as the assumption-of-the-risk language, apply to you. By signing your name below, you are also confirming that, if you have any questions about the meaning of any language on page one or page two of this Agreement, you have asked for and received clarification of that meaning from your parent or legal guardian.

**MINOR PARTICIPANT (to be filled out if you, the participant, are a minor):**

_____	_____	_____
Print Name	Signature	Age
_____	_____	_____
Print Name	Signature	Age
_____	_____	_____
Print Name	Signature	Age

**ACKNOWLEDGMENTS AND AGREEMENTS OF MINOR PARTICIPANT’S PARENT/LEGAL GUARDIAN/CHAPERONE**

The undersigned acknowledges that he/she is the parent/legal guardian or chaperone of the minor participant. The undersigned also acknowledges that he/she has reviewed both pages of this Agreement with the minor participant and explained the entire Agreement to the minor participant.

**Parent or Legal Guardian:** The undersigned understands the entirety of this Agreement and permits the minor to participate with the intent that all terms and conditions of this Agreement will be binding on the minor participant and the undersigned, and/or any claim or lawsuit arising out of the participation by the minor for whom you are the parent/legal guardian. **You agree to defend and indemnify Giants Ridge from any claim or lawsuit brought by or on behalf of the minor for whom you are the parent/legal guardian.** Furthermore, the undersigned agrees that he/she will release, indemnify, and hold harmless Giants Ridge in a manner consistent with the terms and conditions set forth in this Agreement.

**Chaperone:** The undersigned agrees and acknowledges that he/she has discussed all of the terms of this Agreement with the minor participant’s parent/legal guardian and has received express authority from the parent/legal guardian to (a) review and explain both pages of this Agreement with the minor participant; (b) sign this Agreement on behalf of the parent/legal guardian; (c) and bind the parent/legal guardian to defend and indemnify Giants Ridge from any claim or lawsuit brought by or on behalf of the minor and/or any claim or lawsuit arising out of the minor’s participation. The undersigned also agrees that the minor participant’s parent/legal guardian has expressly agreed to release, indemnify and hold harmless Giants Ridge in a manner consistent with the terms and conditions set forth in this Agreement.

The Chaperone further agrees that if a claim or lawsuit is brought by or on behalf of the minor and/or arising out of the minor’s participation and the parent/legal guardian denies that he/she gave you the express authority and agreements identified in the previous paragraph, you agree to defend and indemnify Giants Ridge in the claim and/or lawsuit and to reimburse Giants Ridge for its legal costs and fees in responding to or defending against such claim and/or lawsuit.

**MINOR PARTICIPANT’S PARENT/LEGAL GUARDIAN/CHAPERONE:**

_____	_____	_____
Print First Name	Print Last Name	
_____	_____	_____
Signature	Age	Date