



## MINNESOTA CLIMBING COOPERATIVE + WAIVER AND RELEASE OF LIABILITY

I, the undersigned, residing at the address listed below, AGREE, on behalf of myself, and my heirs, representatives, executors, administrators and assigns as follows:

(1) I am over the age of eighteen (18) and am competent to execute this Waiver. I am in good health and have no physical limitations which would preclude my safe use of the climbing wall operated by Minnesota Climbing Cooperative (the "Climbing Wall"). I CERTIFY that all information on this form is true and correct.

(2) I wish to participate voluntarily in the sport of rock climbing, the use of the Climbing Wall, and other services provided by Minnesota Climbing Cooperative (the "Activities"). I ACKNOWLEDGE AND AGREE that there are known and unknown hazards involved in participating in the Activities. I UNDERSTAND that these hazards may include, but are not limited to: (i) all manner of injury resulting from falling off the Climbing Wall and striking rock faces, projections, or other objects, whether permanently or temporarily in place, or the floor; (ii) rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall, including without limitation, climbing, belaying, rappelling, lowering on the rope, rescue systems, and other rope techniques; (iii) all manner of injuries resulting from other climbers or objects coming into contact with my person, including without limitation, ropes, parts of the Climbing Wall structure, or climbing equipment; (iv) lacerations and abrasions resulting from skin contact with the Climbing Wall; and (v) all manner of injuries resulting from failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Wall structure. I ACKNOWLEDGE that by choosing to participate in the Activities, I expressly and knowingly ASSUME the risks of the hazards described herein, and any other known or unknown hazards involved in participating in the Activities. I ASSUME any and all risk of personal injury, death, property damage, or other injuries or damages, arising out of or in connection with the Activities.

(3) I hereby forever WAIVE AND RELEASE any claims, actions, or causes of action for any personal injury, death or property damage, or other injuries or damages arising out of or in connection with the Activities, whether supervised or unsupervised, other than that resulting from or arising out of the INTENTIONAL, WILLFUL, or WANTON acts of Minnesota Climbing Cooperative, its directors, officers, employees, agents, predecessors, successors, or assigns. This waiver and release expressly includes the release of any claims, actions, or causes of action for personal injury, death, or property damage, or other injuries or damages arising out of any NEGLIGENCE by Minnesota Climbing Cooperative, its directors, officers, employees, agents, predecessors, successors, or assigns expressly including without limitation, negligent supervision or negligent maintenance.

(4) I AGREE that I, and not Minnesota Climbing Cooperative, or any of its directors, officers, employees, agents, predecessors, successors, or assigns, shall be fully responsible for payment of any bills for medical services rendered to me as a result of any accidents, injuries, or illnesses arising from or in connection with the Activities.

(5) I further AGREE to INDEMNIFY and HOLD HARMLESS Minnesota Climbing Cooperative, its directors, officers, employees, agents, predecessors, successors, or assigns, for all costs, damages, and/or awards, including attorneys' fees, arising out of any demands, causes of action, claims, counterclaims, or cross claims brought by any other person or entity against Minnesota Climbing Cooperative pertaining to, arising out of, or as a result of any act or omission by me, intentional, negligent, or otherwise, in connection with the Activities.

(6) The provisions of this Waiver and Release are severable. If any part of this Waiver and Release is found to be unenforceable, the other provisions shall remain fully valid and enforceable. The laws of the State of Minnesota govern this Waiver and Release.

(7) I have carefully read this waiver and release and fully understand its contents. I am aware that this is a waiver and release of liability and a contract between me and Minnesota Climbing Cooperative and that I have signed of my own free will. In signing this waiver and release, I acknowledge and represent that no oral representation, statement, or inducement, apart from the foregoing written agreement, has been made and I execute this waiver for full, adequate, and complete consideration fully intending to be bound by same.

(8) I accept full responsibility for my own safety and my conduct with respect to other climbers while in the climbing gym area. I agree to abide by, and to help enforce all climbing wall safety policies in effect from time to time during my use of the climbing wall or presence in the climbing gym area.

### PARTICIPANT INFO

X

.....

Climber/Guest/Visitor signature Date

.....

Print Climber/Guest/Visitor name legibly Date of Birth

.....

Climber/Guest/Visitor address

.....

City State Zip

.....

Print Emergency Contact name legibly Phone

### UNDER 18

X

.....

Parent/Legal Guardian signature if under 18 Date

.....

Print Parent/Legal Guardian name legibly

.....

Parent/Legal Guardian's Address

.....

City State Zip



**FOR EVERYONE**

- No firearms or weapons allowed in the Co-op
- No smoking, alcohol, or drugs allowed in the Co-op
- No pets allowed in the Co-op
- No glass containers
- No food or drink (except water) in climbing areas
- No street shoes in climbing areas
- No climbing with bare feet (except campusing)

**FOR ALL CLIMBERS**

- Climbing is inherently dangerous
- Climb at your own risk
- DO NOT walk beneath climbers when they are climbing
- Be aware of your fall zone
- Everyone falls; be prepared to fall

**FOR MEMBERS**

- Keep doors locked and closed during non-Open Hours
- Climbing alone is discouraged
- Keep music to an acceptable level (especially from 7am-5pm)
- Close windows, and turn off lights, music, and fans if you are the last to leave
- Do not leave your belongings in the cubbies overnight

**FOR MEMBERS WITH GUESTS**

- Members are responsible for their Guests
- Give your Guest an orientation
- Ensure Guests pay Day Pass fee
- Have Guests sign both sides of Waiver/Orientation form
- Member signs Waiver/Orientation form and places it in Day Pass envelope
- Members may bring and sponsor up to three Guests at a time

**FOR VISITORS**

- Must be accompanied by a sponsoring Co-op member during non-Open Hours
- May not stay longer than sponsoring Co-op member during non-Open Hours
- Must complete a new Waiver/Orientation form for every visit
- No climbing allowed
- No use of exercise equipment allowed
- No slacklining allowed

**SPOTTING**

- DO NOT expect a spot
- Ask for a spot if needed
- Spot at your own risk

**HANDHOLD SPINNERS**

- Tighten hold with hand wrench
- Tape over hold with a large "X" if you're unable to tighten the hold

**EXERCISE EQUIPMENT**

- Put away when finished
- Use closed-toed shoes when using weights

**SLACKLINE**

- Allowed during off-peak hours
- Slackline at your own risk
- Use designated anchors
- Make sure there aren't any foreign objects in your fall zone

**ROUTE SETTING**

- Email [info@mnclimbingcoop.com](mailto:info@mnclimbingcoop.com)

**MINOR POLICY**

- Anyone under the age of 18 may not use the Co-op during Open Hours without prior approval from the MNCC Board of Directors.
- Anyone under the age of 18 requesting an Access Pass requires MNCC Board of Directors approval.
- MNCC Board of Directors approval is requested at [www.mnclimbingcoop.com/minor-policy](http://www.mnclimbingcoop.com/minor-policy) and reviewed on a monthly basis.
- The MNCC Board of Directors reserves the right to deny or revoke access to anyone under the age of 18.
- Anyone under the age of 18 must have a waiver signed by their parent or legal guardian. This can be signed by the parent or legal guardian ahead of time.
- Anyone under the age of 18 must be accompanied by a parent or legal guardian and supervised while using the Co-op unless prior approval has been given by the MNCC Board of Directors.
- No parent or legal guardian may supervise more than two minors at any given time.
- Anyone under the age of 18 cannot sponsor guests.

**PARTICIPANT INFO**

X  
.....  
Climber/Guest/Visitor Signature Date

.....  
Print Climber/Guest/Visitor name legibly

**UNDER 18**

X  
.....  
Parent/Legal Guardian Signature if under 18 Date

**SPONSOR INFO**

X  
.....  
Member/Sponsor Signature Date

.....  
Print Member/Sponsor name legibly