



**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
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Climber/Guest/Visitor signature Date
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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

- > Must sign waiver.
- > No weapons or firearms allowed in Co-op.
- > No smoking, alcohol, or drugs allowed in Co-op.
- > No glass containers.
- > Only water in closed containers are allowed in climbing areas.
- > No food or drink in climbing areas.
- > No bare feet or street shoes in climbing areas or on holds.
- > Keep music to an acceptable level.
- > Keep doors locked and closed during non-Open Hours.
- > The MNCC will not be held responsible for vehicles towed from the Thorp building or anywhere else.

FOR MEMBERS WITH GUEST(S)

- > Members are responsible for their Guests.
- > May bring and sponsor up to three Guests at any one time.
- > Ensure Guest(s) pay Daypass fee
- > Give orientation
- > Have Guest(s) sign Waiver/Orientation form
- > Member signs Waiver/Orientation form and place forms in Daypass envelope.
- > If you are the last to leave, shut off lights, fans, exercise equipment, music, and put any envelopes left on the bulletin board in the drop box.

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 sign Waiver/Orientation form (every visit).
- > No climbing allowed.
- > No use of exercise equipment allowed.
- > No drytooling allowed.
- > No slacklining allowed.

FOR NON-MEMBER CLIMBERS

- > Must be accompanied by a sponsoring Co-op member
- > Must pay for a Daypass, fill out Daypass envelope, and sign Waiver/Orientation form for every visit.
- > May not stay longer than sponsoring member during non-Open Hours.
- > Put Daypass envelope in dropbox when leaving.

FOR ALL CLIMBERS

- > Climbing alone is strongly discouraged
- > Climbing is inherently dangerous.
- > Climb at your own risk.
- > Be aware of climber's fall zone.
- > Everyone falls.
- > Be prepared to fall.
- > DO NOT walk beneath climbers when they are climbing.

Crashpads

- > Place directly under landing zone.
- > Make sure there aren't any gaps between crashpads.
- > Injuries can even occur when crashpads are used properly.

Falling

- > Make sure crashpads are in the landing zone.
- > Don't brace falls with locked arms or legs except to protect head and neck.
- > Falling on edges of crashpads can cause injury.

Spotting

- > DO NOT expect a spot.
- > Ask for a spot if needed.
- > Spotters should actively watch the climber.
- > Adjust the crashpads as needed.
- > DO NOT catch falling climbers.
- > Break the climber's fall and guide climber with your hands as they fall.
- > Spot at your own risk.

Route Setting

- > Must be certified

Plastic Handhold Spinners

- > Tighten hold with hand wrench or drill.
- > Tape over hold with a large "X."

Clay Handhold Spinners

- > DO NOT use impact drills.
- > Tighten hold with hand wrench ONLY.
- > Tighten hold until you feel resistance.
- > Tape over hold with a large "X."

Exercise Equipment

- > No open-toed shoes allowed.
- > Wipe down after each use.
- > Put away when finished.

Drytooling

- > Must be certified
- > Allowed during off-peak hours.
- > Drytoolers are responsible for any damage caused by axes.

Slacklining

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

X

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Climber/Guest/Visitor Signature

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Date

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Print Climber/Guest/Visitor name legibly

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

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Date

.....
Member/Sponsor Signature

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Date

.....
Print Member/Sponsor name legibly