

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT CLIMBING CLUB PARTICIPATION

THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, is between Independent School District 742, St. Cloud, Minnesota, (hereinafter "School"); and the undersigned, (hereinafter "Participant"), an individual who has expressed an interest in participating in the School Climbing Club.

1. Participant hereby acknowledges and agrees that Participant has voluntarily chosen to participate in the Climbing Club.
2. Participant acknowledges that certain of the activities Participant will be engaging in related to the Climbing Club will entail known and unknown risks that may result in physical or emotional injury, property damage, or even death to Participant, or to other persons or their property.
3. Participant understands that indoor and outdoor rock climbing, rock climbing instruction, exercises related to rock climbing, use of the School's facilities or equipment (the "Facilities"), and participation in the Climbing Club (collectively the "Climbing Activities") have inherent risks and dangers and may result in physical or emotional injury or death. Participant acknowledge that injuries commonly result from Climbing Activities, including injuries from (i) falling off the climbing walls, (ii) skin contact with climbing surfaces or ropes, (iii) activities on or near the climbing areas, (iv) the acts or omissions of others, (v) failure or misuse of climbing equipment or the climbing surface, (vi) failure to follow instructions or to ask for information or assistance, and (vii) other circumstances, both foreseeable and unforeseeable. Participant understands that this list of risks does not include all possible risks associated with Climbing Activities, and that no amount of care, instruction, or supervision can eliminate the risks associated with Climbing Activities. Participant further understands that climbing on artificial climbing walls is not the same as climbing on other surfaces, and that the instruction that participant may receive in the Programs is not necessarily applicable to other climbing conditions. Participant also understand that the instruction received in the Programs does not prepare participant to climb without supervision, and that the holds used on artificial climbing surfaces are a convenience (not a safety feature) and that they can and do break. participant expressly assumes all risks associated with participation in the Climbing Activities, and I choose to participate in the Climbing Activities in spite of, and with full knowledge, understanding, and appreciation of all risks.
4. Participant further acknowledges that part of the risk involved in undertaking any activity of this nature is relative to Participant's own current state of fitness or health and to Participant's own awareness, care, and skill in the manner in which Participant conducts Participant's self while participating in the wall climbing activities. Participant asserts that Participant is in proper physical and mental condition to participate in Climbing Activities and is fully capable of participating in Climbing Activities. Participant will

notify School immediately and cease participation if, after execution of this Agreement, participant's physical or mental condition changes such that Participant can no longer safely participate in Climbing Activities.

5. Participant agrees to comply with all rules from time to time posted in the Facilities, on the School's website, in written materials provided by the Climbing Club, or otherwise made available to me, and with all instructions of the School's instructors and staff.
6. Participant also acknowledges that Participant is relying solely on the coverage provided by Participant's own insurance, if any, and that School does not and will not provide any health, workers compensation, accident or any other insurance coverage that is designed to cover or that has as its purpose the coverage of any of the risks to Participant associated with the use of the Climbing Wall.
7. In consideration of Participant being given the opportunity to participate in the Climbing Club, Participant, by Participant's signature below, on behalf of Participant's self, and Participant's heirs, personal representatives, successors, insurers, affiliates and assigns agrees not to sue School or any of School's related entities, or their officers, directors, agents and employees and expressly agrees and promises to hereby forever release and discharge School from and against any and all claims, demands, causes or action or liability of any kind whatsoever for injuries or damages Participant may now or in the future have or claim to have, known or unknown, in any way resulting from or arising out of or occurring: (a) during the course of participating in the Climbing Club or Climbing Activities; (b) that is related in any way to Participant's conduct at School or in the Facilities, whether with or without the knowledge and consent of School; and/or (c) that occurs or is in any way associated with any unauthorized use of the Facilities or climbing equipment by Participant.
8. By Participant's signature below Participant acknowledges that Participant has read and understands the statements contained in this Agreement, that no oral representations, statements or inducements apart from this written Agreement have been made to Participant to cause Participant to sign the Agreement or to participate in the Climbing Club, and that Participant is voluntarily signing this **Waiver of Liability and Indemnification Agreement**.
9. This Waiver shall remain in force until revoked by Participant in writing and mailed or hand delivered to School. If any part of this Agreement is held to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect. This Agreement shall be governed and construed in accordance with Minnesota law. Any action or proceeding relating to this Agreement shall be venued in Stearns County, Minnesota. I voluntarily and intentionally waive the right to a trial by a jury in any action relating to this Agreement or against any Released Party. This Agreement is binding upon my heirs and executors.

DATED: _____

PARTICIPANT:

(Signature)

(Print Name)

If Participant is under the age of 18 a parent or guardian must sign the Agreement.

DATED: _____

PARENT/GUARDIAN

(Signature)

(Print Name)

Parent Guardian
(Check the applicable box)

Emergency Contact Information:

(Contact's name)

() _____
(Contact's telephone number)