

## The College of St. Scholastica – Indoor Climbing Wall

### CLIMBING AGREEMENT For Adult/Minor (INCLUDING ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY)

Please read this form carefully. We MUST have a signed form on file before you participate as a climber, belayer, or boulderer (participant). This form, which includes an acknowledgment and assumption of risks, and agreements of release and indemnity, must be signed by all participants, adults and minors (under 18 years of age), and the parent or guardian (either, "parent") of a minor climber. The parent or guardian signs for himself or herself and on behalf of the minor.

For and in consideration of the services of The College of St. Scholastica, the undersigned Participant(adult or minor) and the parent or guardian of a minor climber (referred to below as "I" unless otherwise indicated), acknowledge and agree as follows:

#### Activities and Risks

I understand that the activities including climbing and "bouldering", will be on an artificial wall.

The wall is a structure 40 feet high, onto which certain handholds have been attached. The wall is designed so that the climber may be supported by means of a "belay"-a system which includes a rope or cable attached to the climber's waist by means of a harness. That rope or cable is run through an anchor at the top of the wall, from which it extends down to and is held by a staff member or co-participant who is positioned at or near the base of the wall. This "belayer" is responsible for slackening or tightening the rope or cable as required during the climb.

"Bouldering" is moving from handhold to handhold on the lower portions of the wall, without ropes or other support. If the climber chooses, a "spotter" will be positioned below the climber to attempt to prevent or interrupt a fall to the floor.

I understand that reasonable steps will be taken to manage the risks of a climb, including inspections of the wall and reasonably determining competencies of belayers and spotters. But accidents can happen. Among the risks of participating are the following: falling off the wall; loose and/or damaged holds; equipment failure, including failure of the descender device and other belay systems, and failure or collapse of the wall; collisions with other individuals, equipment or other objects, or being fallen upon by other participants; abrasions from the walls, ropes, holds, mats or floor; belay failure, caused by faulty or failed equipment or improper procedures by a belayer; failure of a spotter to follow proper procedures; climbing beyond one's competency; the negligence of other climbers, belayers, spotters, spectators, or other persons present; collisions with persons, equipment and other items in the vicinity of the wall and otherwise in the building in which it is contained. St. Scholastica staff will not be supervising or observing on a continuous basis and climbers should assume they are not being supervised.

These, and other risks not described, could result in physical harm, including strains, sprains, contusions, breaks and cuts, emotional injury, paralysis, death, or other damage to climbers, other participants, to property, and to third parties.

I understand that such risks cannot be eliminated without diminishing the essential qualities of the climbing activity. I understand that the staff of St. Scholastica, and others assisting the staff, have difficult jobs to perform. They seek to effectively manage the risks of the activity and the environment, but they are not infallible.

I have read and understand St. Scholastica's Climbing Wall Rules and Policies, and had an opportunity to ask questions of the St. Scholastica staff regarding the climbing activities.

St. Scholastica strongly recommends the use of a helmet in climbing the wall, including bouldering, and the use of spotters to reduce the force of a bouldering fall. If I choose not to wear a helmet, or use a spotter, I understand that increases the inherent risks of my climbing activity, and I accept and assume those enlarged risks.

I acknowledge and agree that St. Scholastica and staff have no responsibility for injuries arising out of the use of personal gear which I may choose to wear or use, including but not limited to a harness or helmet, even though St. Scholastica reserves the right to examine and prohibit my use of such gear.

#### Acknowledgment and Assumption of Risks

Participant (adult or minor), and parent or guardian of a minor participant, expressly accept and assume all risks associated with enrollment or participation in the climbing and associated activities, including the risks of the premises on and in which the wall is installed, whether or not described above, and inherent or otherwise.

LAST NAME:

FIRST NAME:

**Agreements of Release and Indemnity**

If I am an adult Climber, or Parent of a minor climber (for myself and on behalf of the minor for whom I sign), I agree as follows:

- a) I assume all financial responsibility for any injury or damage incurred by or caused by me (or by the child for whom I sign) in any way related to the climbing and associated activities. I agree, on behalf of myself, the minor child for whom I sign, members of my family, heirs, assigns, personal representatives and my estate to release, discharge, indemnify and hold harmless The College of St. Scholastica, its Trustees, employees and volunteers assisting in the climbing activities ("Released Parties") from any and all claims, by whomever they may brought, and including claims of negligence, which are in any way connected with my or the child's enrollment or participation in the climbing and associated activities.
- b) I acknowledge that this agreement shall be governed by and construed in accordance with the substantive laws of the state of Minnesota (but not those laws which may apply the laws of another State). Any suit or action filed by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement, shall be filed in the state of Minnesota. If any provision of this agreement is found by a court of law to be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this agreement shall not be affected.

**I HAVE READ THIS DOCUMENT CAREFULLY, AND UNDERSTAND THAT BY SIGNING IT I SURRENDER CERTAIN RIGHTS FOR MYSELF AS A PARTICIPANT (ADULT OR MINOR), AS PARENT OR GUARDIAN OF A MINOR PARTICIPANT, AND FOR THE CHILD FOR WHOM I SIGN. MY SIGNATURE BELOW ACKNOWLEDGES THAT I AGREE TO BE BOUND BY ALL TERMS CONTAINED HEREIN TO THE MAXIMUIM EXTENT ALLOWED BY LAW. IF I AM A MINOR AT THE TIME OF SIGNING AND BECOME AN ADULT DURING THE PERIOD OF THIS DOCUMENT'S APPLICATION, MY CONTINUED PARTICIPATION IN THE CLIMBING ACTIVITES WILL CONFIRM AND RATIFY MY AGREEMENT TO ALL THE TERMS OF THIS AGREEMENT, AS THOUGH I WERE AN ADULT AT THE TIME OF SIGNING BELOW.**

***Participant (Adult or Minor):***

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Classification (Circle One): Undergraduate Student / Graduate Student / Faculty / Staff / Alumni / Other

**Emergency contact:**

Name(s): \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone number(s): \_\_\_\_\_ or: \_\_\_\_\_

Are you under a physicians care or do you have any medical conditions that may affect your participation? If yes, please describe:

\_\_\_\_\_

Please consult a physician before participating if you have unmanaged diabetes, seizures or epilepsy; have cardiovascular disease including high blood pressure; a neck or back condition, or are post partum.

***Section below only required for Parent/Guardian signature for minor:***

Name of Parent/Guardian: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone number(s): \_\_\_\_\_ or: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_