

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND USER GUIDELINES AGREEMENT

ADULT

Print First Name Middle Initial Last Name

CHILD

Print First Name Middle Initial Last Name

WARNING. THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING YOU GIVE UP YOUR RIGHT TO RECOVER ANY COMPENSATION, FOR ANY PERSONAL INJURIES, DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF NORTHLAND COLLEGE'S, FACILITIES, ROCK CLIMBING WALLS OR EQUIPMENT (the "CLIMBING WALL"), OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES ("INSTRUCTION ACTIVITIES"), INCLUDING TRANSPORTATION, PROVIDED BY NORTHLAND COLLEGE. YOU ARE RELEASING NORTHLAND COLLEGE, AND THE DESIGNERS, MANUFACTURERS AND INSTALLERS OF THE CLIMBING WALL AND ANY PERSONS USING NORTHLAND COLLEGE'S CLIMBING WALL. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

WARNING: CLIMBING IS DANGEROUS!!! I, the undersigned, acknowledge and agree that the use of the Climbing Wall and Instruction Activities sponsored by Northland College have INHERENT RISKS. Those risks include, but are not limited to the following:

1. Injuries or death resulting from the failure or negligent misuse of Northland College's Climbing Wall.
2. Injuries resulting from slips, trips, falls, and/or the physical demands associated with the use of Northland College's Climbing Wall.
3. Injuries resulting from the swinging or fall of other persons who may come into contact with me or from any swinging or falls in which I come into contact with other persons.
4. Injuries occurring from the NEGLIGENCE or lack of adequate training of Northland College's volunteers, faculty, students, or employees assisting with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of Northland College's Climbing Wall, and also including but not limited to, failure of ropes, slings, harnesses, belay devices, handholds, anchor points, landing surface and its curbs, items left in landing surface and any other part of the climbing structure.
6. Injuries resulting from the NEGLIGENCE of Northland College's Climbing Wall operators, faculty, employees, or volunteer assistants, the NEGLIGENCE of other climbers, visitors, or persons present at Northland College's Climbing Wall, and the NEGLIGENCE of the designers, manufacturers or installers of the Climbing Wall.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using the Climbing Wall. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I am SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

(If participant is under 18, Parent/Legal Guardian must initial.)

RELEASE AND PROMISE NOT TO SUE

In consideration of my observing or using Northland College's Climbing Wall, and/or in consideration of my participating in Instructional Activities I, on behalf of myself, my heirs, administrators and personal representatives, hereby RELEASE NORTHLAND COLLEGE AND FOREVER DISCHARGE IT FROM ANY AND ALL LIABILITY, and PROMISE NOT TO SUE Northland College, or any of its officers, directors, employees, faculty, staff, volunteers, or agents or any other climber, visitor, or person present in or using Northland College's Climbing Wall for any claims, losses, damages and/or demands arising out of any PERSONAL INJURIES sustained by me, damage to my PROPERTY, or my DEATH. This RELEASE extends to and shall be applicable to the designers, manufacturers and/or installers of Northland College's Climbing Wall.

