



## **Boys and Girls Clubs of the Northland Climbing Wall Release of All Claims, Waiver of Liability**

Indoor rock climbing is an increasingly popular sport that has a multitude of physical and other rewarding benefits. The Boys and Girls Clubs of the Northland (“BGCN”), offers its members and guests this opportunity as part of our physical education and learning programs. Through climbing participants develop coordination, strength, flexibility, cardiovascular fitness, and confidence. Important life lessons such as problem solving skills, goal setting, patience, and perseverance are also learned during these activities. We encourage parents, community members, and other guests to share in this experience.

Taking part of any climbing wall activity, however, does pose inherent risks including, but not limited to:

1. Injuries resulting from the negligence of the owner, operators, employees or volunteer assistants of BGCN or the negligence of other climbers, visitors or person who may be present at BGCN.
2. Injuries or death resulting from the failure or negligent misuse of the facilities, climbing walls, or equipment of BGCN.
3. Injuries resulting from slips, trips or falls while using the facilities, climbing walls, or equipment of BGCN.
4. Injuries that occur from the negligence or lack of adequate training of those volunteers or employees of BGCN who seek to assist with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of equipment used at the BGCN, including but not limited to, failure of ropes, sling, harnesses, belay devices, handholds, anchor points, and other part of the climbing structure.

**WARNING, THIS AGREEMENT IS LEGALLY BINDING** by signing it, you give up your right to recover compensation through the courts or otherwise, for any claims, demands, actions, suits, causes of action, claims for compensatory damages, punitive damages, statutory relief, warranty relief, rights and remedies relating to any personal injuries to you or damage to your property, or for your death, arising out of your use of the rock climbing walls or equipment, or arising out of your participation in classes or activities sponsored by BGCN. By signing this agreement you will be releasing the BGCN its employees, directors, officers, agents, representatives, successors, attorneys, insurers, assigns, and other heirs, executors, representatives, successors and assigns of each of them from these claims. This agreement is binding on you, your heirs, next of kin, assigns, and personal representatives. This agreement also requires you to indemnify and hold harmless and defend the persons released from any losses, liabilities, damages and costs, including reasonable attorney’s fees.

I am aware of these and numerous other inherent risks in using BGCN facilities, climbing walls, and/or equipment. I freely, knowingly, and voluntarily assume complete responsibility for these risks and for the injuries or property damage that may occur as a result of these risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement.

I have read this agreement thoroughly and understand the terms outlined. No oral representations or statements or inducements have been made to me that change, alter, or modify anything within this written agreement. I agree to said terms.

Name (Please print): \_\_\_\_\_

\_\_\_\_\_  
Signature (If under 18, must have parent sign child consent)

\_\_\_\_\_  
Date