

**ST. CLOUD STATE UNIVERSITY**  
**Waiver of Liability, Indemnification, and Release**  
**MOUNTAIN DEW XTREME CLIMBING WALL**

**READ CAREFULLY BEFORE SIGNING**

I, \_\_\_\_\_ (participant) have agreed to participate in Indoor Rock Climbing organized by SCSU Outdoor Endeavors. My participation is wholly voluntarily and I agree to the terms outlined in this document.

I am aware of the dangers and the risks to my person and property involved in participating in this event. Risks associated with my participation in event include, but are not limited to: All manner of injury resulting from my falling off or from the Wall and hitting the floor, wall faces and features, climbing holds, people or rope projections, whether permanently or temporarily in place; Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall, including but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques; All manner of injury resulting from the actions, omissions or negligence of other participants, visitors or other persons who may be present including, but not limited to, falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware, wall parts or personal effects; Cuts and abrasions resulting from skin contact with the climbing wall or any other surface; Failure or misuse of ropes, harnesses, belaying equipment, climbing holds, anchor points, on any part of the climbing wall; Failure to follow The climbing wall's posted rules and regulations, employee's instructions or failure to ask for information or assistance. All such risks are known and understood by me.

I agree as follows:

- 1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University, the Minnesota State Colleges and Universities, the State of Minnesota, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) ("Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Indoor Rock Climbing whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, the Minnesota State Colleges and Universities, and the State of Minnesota, and their employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in Indoor Rock Climbing.

I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A.; and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. I agree that this Agreement is to be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

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

Name \_\_\_\_\_

**If under 18 years of age, a parent or guardian MUST sign below:**

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

Name \_\_\_\_\_

Minors Name \_\_\_\_\_

Age of Minor (DOB) \_\_\_\_\_

This document is valid for 12 months unless there is a change to the participant's ability to participate in climbing wall activities. SCSU Outdoor Endeavors assumes no responsibility in determining those changes and reserves sole discretion in allowing participation in sponsored programs or events.