_____ _____

Last Name (print) **First Name**

Midwest Mountaineering
Bouldering Cave and Climbing Facilities

Release of Liability, Waiver of Claims, Assumption of Risks
Indemnity Agreement, and Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT -- *PLEASE READ CAREFULLY*!

By signing this agreement, you are giving up your right, now and in the future, to bring a civil action to recover damages or to obtain any other remedy for any injury to yourself or your property or for your death in connection with your use of the climbing facilities at Midwest Mountaineering, and arising out of the negligence of Midwest Mountaineering.

Acknowledgement and Assumption of Risks

I HEREBY ACKNOWLEDGE AND AGREE that the sport of bouldering and the use of the climbing facilities at Midwest Mountaineering, including, without limitation, the bouldering cave and climbing wall (herein referred to collectively as the "Bouldering Cave") involve risks, dangers and hazards that are *inherent* to the activity, and which present a risk of injury or death. I have full knowledge of and understand the nature and extent of all the risks associated with rock climbing and the use of the Bouldering Cave, which include, but are not limited to:

1. All manner of injury resulting from falling, including, without limitation, hitting rock faces and projections, whether permanently or temporarily in place, stairs and landing or the floor.

2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Bouldering Cave, such as, but not limited to, climbing, bouldering, belaying, lowering on a rope, and any other rope techniques.

3. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes or climbers' hardware.

4. Cuts and abrasions resulting from skin contact with the Bouldering Cave.

5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, handholds, or any part of the Bouldering Cave structure. I understand that handholds may rotate in the cave and they may rotate and/ or pull out on the roped wall section.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Bouldering Cave, and that the above list in no way limits the extent or reach of this release and covenant not to sue.

I also acknowledge and understand that the floor of the Bouldering Cave, while designed to provide some cushioning, does ***not*** eliminate the risk of injury, including dislocating a joint, spraining, straining or tearing muscles, tendons or ligaments, fractures, head trauma or death.

I also acknowledge and understand that the risk of injury is greater if I am climbing without using a "Spotter" (a person who stands guard to try and catch a climber should they fall).

I FREELY ACCEPT AND FULLY ASSUME ALL INHERENT RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE BOULDERING CAVE, AND RELIEVE MIDWEST OF ANY RESPONSIBILITY FOR THOSE RISKS.

Release, Indemnification and Covenant Not to Sue

In consideration of my use of the Bouldering Cave, I, the undersigned user, agree to **RELEASE** Midwest Mountaineering, from any and all liability or responsibility for any loss, damage, injury, death or expense that I may suffer, now or in the future, as a result of or in connection with any aspect of my use of the Bouldering Cave, or the negligence of Midwest Mountaineering. This release includes, but is not necessarily limited to, claims relating to: the design, construction, manufacture, installation and maintenance of the Bouldering Cave and all of its component parts; breach of contract or breach of warranty; failure to provide or negligently providing warnings, training, instruction or supervision; and all other negligence claims of whatever nature (excluding claims for gross negligence and willful, wanton or intentional acts). I accept myself full responsibility for all injuries or damages released herein, and I am knowingly and voluntarily waiving any and all claims, causes of action or remedies for those injuries and damages.

In further consideration of my use of the Bouldering Cave, I also agree **to INDEMNIFY AND HOLD HARMLESS** Midwest from any and all responsibility or liability for injuries or damages to myself or to any other person arising in connection with my use of the Bouldering Cave.

I further agree that this Release shall apply not only to myself, but also to my heirs, next of kin, representatives, executors, administrators, and assigns. I also agree and understand that this Release protects not only Midwest Mountaineering, but also its employees, officers, agents, insurers, any parent or subsidiary companies, and its predecessors and successors in interest (referred to collectively herein as "Midwest" or "Midwest Mountaineering").

By signing below, I certify that: I have carefully read this entire Agreement; I fully understand it terms and conditions; I knowingly and voluntarily enter into this legally-binding Agreement; and I agree to be bound by its terms.

I further certify that my birth date is _____ (month/day/year), that my present age is_____, and that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement

IN WITNESS WHEREOF, this instrument is duly executed this _____day of_____, 20___

_____ _____
Bouldering Cave User Signature Bouldering Cave User's Name (Print Clearly)

_____ _____
Witness' Signature Witness' Name (Print Clearly)

_____
Guardian/Parent Signature if user is under 18 (If 14 or under, parent or guardian must also fill out a waiver and remain in the Bouldering Cave to supervise their child)

Contract to Follow Bouldering Cave Safety Policies

I, _____ (name of climber) accept full responsibility for my own safety and the safety of other climbers while in the climbing area(s). I agree to abide by, and to help enforce the following Bouldering Cave Safety Policies.

1. A wristband will be issued for each visit. Only persons with wristbands are allowed in the climbing area.
2. No unbelayed climbing above the ledge on the climbing wall section of the cave.
3. Climbers above the ledge must be roped and belayed through a belay plate. Belays must be anchored. Roped climbers and belayers must wear harnesses. A figure eight knot must be used to tie in. All belaying must be done by Midwest Mountaineering. I understand the same risks that apply to the Bouldering Cave also apply to roped climbing above the ledge.
   Please Initial _____
4. No lead climbing.
5. Inform other climbers of any situation seen as unsafe or not in accordance with the Bouldering Cave Safety Policies. All climbers are asked to assist and encourage less experienced climbers.
6. All accidents or equipment damage must be reported.
7. Midwest Mountaineering reserves the right to prohibit any individual from climbing permanently or for a specified period of time for breach of contract in the following Bouldering Cave Safety Policies, or for any conduct the is viewed as unsafe or inappropriate.
8. Bulk chalk and Eco Balls are not allowed. Only liquid chalk is allowed.

I have agreed not to climb above the ledge unless a Midwest Mountaineering staff person is belaying me. **Please Initial_____**

In consideration of the use of the Bouldering Cave, I acknowledge that I have read and agree to abide by the Bouldering Cave Safety Policies.

Bouldering Cave User's Signature _____Date_____
Name, Print Clearly_____
Address_____
City_____State_____Zip_____Phone_____
Email_____ We will send you waiver renewal notices, coupon/gift certificates, climbing event and program notices and newsletters.

Info entered into computer by_____