

Release of Liability Milwaukee Turner's Climbing (MTC) Alliance

ALL CLIMBERS MUST READ AND INITIAL EVERY PARAGRAPH

(Initial in or next to boxes at the front of each paragraph)

NOTICE: This is a legally binding contract. In consideration of my being permitted by Milwaukee Turners, Inc (herein referred to as MT), to use it's facilities and/or participate in any climbing program offered by MT including climbing lessons or training, indoors or outdoors. I agree to the following waiver and release, and make these following representations.

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, including climbing on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls or equipment, holds which may have come loose or broken, bad decision making, inattention of belayers or actions of other climbers, misuse or failure of equipment, and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the MT facility, and/or the sport of rock climbing ad I agree that said list in no way limits the extent or reach of this release,

I VOLUNTARILY ASSUME ALL RISKS WITH FULL KNOWLEDGE AND APPRECIATION IF THE DANGERS AND RISKS INVOLVED.

I understand that MT offers free protective headgear for my use, and assume all risks arising from any decision not to use such headgear.

I voluntarily agree to assume all risk of personal injury, **including paralysis and death**, that may occur while I am in the climbing area, office, Devil's Lake, or participating in any event or program on the MT premises or while climbing anywhere at anytime, whether or not under the supervision of MT personnel. I hereby knowingly and intentionally waive and release any and all claims or causes of action which might arise the use of MT facilities or participation in outdoor programs, and agree to indemnify, hold harmless and defend MT, it's successors, assigns, officers, employees, volunteers, wall designers, builders, hold manufacturers, and agents from all liability for any such damage, injury, paralysis, or death which may result. **This release shall be effective even though said loss, damage, or injury results or has resulted from negligence, wrongful acts omissions, breech of warranty or strict tort liability of MT or the other parties released.**

I am in good health and have no known physical limitations which would affect my use of the facilities. I agree to pay attention to the state and condition of any ropes, anchors and other equipment I may use, and advise a staff member if I do any damage or notice any damage or problems. If the MT staff makes a specific request of or instruction to me, I agree to comply. I understand that indoor rock climbing is not the same as outdoor rock climbing, which requires additional skills, and agree to seek qualified instruction before attempting to climb outdoors.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This release shall be affective and binding upon me and my assigns, heirs, representatives, guardians, and administrators. If

under the age of 18, this release is signed by the parent/guardian of the minor and the undersigned waive any and all claims and agree to indemnify and hold harmless MT and its agents in the event of injury to the undersigned or minor climber.

I have read and understand MT rules and guidelines related to climbing in the MT facility, and further agree to follow them. I understand that if I am seen violating these rules, or otherwise seen doing something unsafe, or that may compromise the safety of other climbers, I will be expelled from the facility.

I understand that this release is a binding contract; I expressly state that I have read and understand, and am familiar with all its provisions and that I sign it of my own free will.

Climber Printed Name	
Climber Signature	

E-mail address	Phone/Mobile Number
Date of Birth (MM/DD/YYYY)	

TO BE READ AND SIGNED BY THE PARENT/GUARDIAN OF MINOR:

I hereby represent that I am the parent or guardian of the minor whose name appears above. I am familiar with the consent and agree to the terms and provisions set forth in this release, on behalf of myself and said minor.

Signature of Parent/Guardian	
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FOR STAFF USE ONLY:

Name of staff taking waiver	Date
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Check when completed:

Verified Age

Name of staff administering belay test	
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Check when completed:

Passed Belay Test