



## Mt. Wrigley LLC Waiver and Release of Liability

**Notice: THIS IS A LEGALLY BINDING CONTRACT.** In consideration of my being permitted by Mt Wrigley LLC to use its Climbing , and/or participate in any climbing program offered by Mt Wrigley LLC including, but not limited to, climbing lessons, training, birthday parties, rentals, special events, etc. I agree to the following waiver and release and I make these following representations:

**I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING/BOULDERING** including climbing on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls or equipment, bad decision-making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may have become loose or damaged, and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing/bouldering and 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 OF THE DANGERS AND RISKS INVOLVED.**

I voluntarily agree to assume all risks of personal injury, **including paralysis and death**, which may occur while I am in the Climbing Gym, or participating in any event, program, birthday party or training at any time, whether or not under supervision of Mt Wrigley LLC personnel. I hereby knowingly and intentionally waive and release any and all claims or causes of action which might arise from use of the Climbing Gym or participation, and agree to indemnify, hold harmless and defend the Mt Wrigley LLC, its successors, assigns, officers, employees, volunteers, wall designers or builders, manufacturers, lessors and agents from all liability for any such damage, injury, paralysis or death which may result. **This Waiver/Release shall be effective even though said loss, damage or injury results or has resulted from negligence, wrongful acts, omissions, breach of warranty or strict tort liability of the Mt Wrigley LLC or the other parties released.**

I am in good health and have not any known physical limitations, which affect my use of the Climbing Gym. I agree to pay attention to the state of the ropes, anchors and other equipment I may use, and to advise staff members if I do any damage or notice damage or problems. I certify that I have read the posted rules, and accept responsibility for failure to abide by these rules. If the Mt Wrigley LLC personnel makes a specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the

same as outdoor climbing, which requires additional skills, and I 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 waiver/release shall be effective and binding upon me and upon my assigns, heirs, representatives, guardians and administrators. If under the age of 18, this waiver/release is signed by a parent/guardian of the minor, and the undersigned waive any and all claims, and agree to indemnify and hold harmless the Mt Wrigley LLC and its agents in the event of any injury to the undersigned or minor climber.

**I understand that this waiver/release is a contract. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. I also agree to follow the rules and etiquette listed on the second page of this document.**

**Climber Signature** \_\_\_\_\_

**Climber Name** \_\_\_\_\_

**Date** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR: I hereby represent that I am the parent/guardian of the minor whose name appears above. I am familiar with and consent and agree to the terms and provisions set forth in this waiver/release, on behalf of myself and said minor.**

**Signature of Parent/Guardian** \_\_\_\_\_

**Date** \_\_\_\_\_

***Photo/Talent Release:** I hereby irrevocably release, consent and authorize the Mt Wrigley LLC and its agents to use my photograph/likeness/voice, as it pertains to my participation with the Mt Wrigley LLC, in any manner for promotional efforts without expectation of or right to any reimbursement in connection with its use*

**Mt Wrigley LLC, 318 Grand River Ave Ste 110, Port Huron MI 48060 810-990-8504 ext #7**

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## Indoor Climbing and Etiquette Agreement

1. All climbers and belayers must read and complete the waiver/release form. Minors under the age of 18 must have the waiver completed and signed by their parent/guardian.

2. **At NO time should anyone be climbing without climbing staff present. Parents must be present when children are 7 and under during open climbing.**

3. Mt Wrigley LLC uses auto belays but at times may use ropes and belayers in which case belayers must pass a belay skills test previous to belaying in the climbing wall, which includes knot tying, belaying and climbing commands in order to become belay certified. If it has been more than 60 days since they have last belayed, they need to pass the safety check and show basic belay skills again before climbing. Anyone under the age of 11 may NOT become belay certified.

4. Climbers using auto belays need to be aware of how they use and respect the equipment and make sure you are hooked properly and know how the auto belay lowers you to the ground.

5. Belayers must stay alert and keep their eyes on the climber at all times.

6. All climbers agree to use the double check exchange before each climb (when applicable). This entails the belayer checking the climber's gear and the climber checking the belayer's gear and belaying system. Each person must give a verbal confirmation that the climb is ready to begin and that the climb has ended.

7. Do not belay off the floor anchors; they are for backup only.

8. Climbing or traversing beneath another climber is prohibited.

9. **NO** bouldering above your shoulder height - denoted by a red line on the wall. Yield to roped climbers and show courtesy to other boulderers. Mt Wrigley LLC recommends using at least one spotter when bouldering.

10. **NO open-toed shoes or bare feet.** Shirts and climbing shoes or athletic shoes are required at all times.

11. Staff reserves the right to inspect any personal equipment.

12. All incidents, accidents, wall damage and equipment damage **MUST** be reported to a Mt Wrigley staff member immediately.

13. Tightening, loosening, or moving holds is not permitted without authorization from the climbing staff.

14. Please report any loose holes, bad wear spots on ropes, and anything else you may believe is a safety hazard so we can correct it.

15. All climbers **MUST** abide by the judgments of the Mt Wrigley LLC staff.

16. **Three strikes and you're out.** You will be suspended for misconduct in the Climbing Wall. The **first offense** will be a one-week suspension from the Climbing Wall. **The second offense** is a one-month suspension. **The third offense** is a one-year suspension from the Climbing Wall.

17. **HAVE FUN!**

I agree with these rules and etiquette.

*Mt Wrigley LLC wants to provide a safe and fun environment for all members and spectators. Any person(s) not complying with all of the above rules and etiquette will be asked to leave immediately. Mt Wrigley LLC and its employees reserve the right to deny access to anyone for any act deemed inappropriate or unsafe.*

