



I, the undersigned, residing at the address listed below, AGREE, on behalf of myself, and my heirs, representatives, executors, administrators and assigns as follows:

(1) I am over the age of eighteen (18) and am competent to execute this Waiver. I am in good health and have no physical limitations which would preclude my safe use of the climbing wall operated by the Marquette Climbers' Co-Op. I CERTIFY that all information on this form is true and correct.

(2) I wish to participate voluntarily in the sport of rock climbing, the use of the Climbing Wall, and other services provided by Marquette Climbers' Co-Op (the "Activities"). I ACKNOWLEDGE AND AGREE that there are known and unknown hazards involved in participating in the Activities. I UNDERSTAND that these hazards may include, but are not limited to: (i) all manner of injury resulting from falling off the Climbing Wall and striking rock faces, projections, or other objects, whether permanently or temporarily in place, or the floor; (ii) rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall, including without limitation, climbing, belaying, rappelling, lowering on the rope, rescue systems, and other rope techniques; (iii) all manner of injuries resulting from other climbers or objects coming into contact with my person, including without limitation, ropes, parts of the Climbing Wall structure, or climbing equipment; (iv) lacerations and abrasions resulting from skin contact with the Climbing Wall; and (v) all manner of injuries resulting from failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the Climbing Wall structure. I ACKNOWLEDGE that by choosing to participate in the Activities, I expressly and knowingly ASSUME the risks of the hazards described herein, and any other known or unknown hazards involved in participating in the Activities. I ASSUME any and all risk of personal injury, death, property damage, or other injuries or damages, arising out of or in connection with the Activities.

(3) I hereby forever WAIVE AND RELEASE any claims, actions, or causes of action for any personal injury, death or property damage, or other injuries or damages arising out of or in connection with the Activities, whether supervised or unsupervised. This waiver and release expressly includes the release of any claims, actions, or causes of action for personal injury, death, or property damage, or other injuries or damages arising out of any NEGLIGENCE by Marquette Climbers' Co-Op, its directors, officers, employees, agents, predecessors, successors, or assigns expressly including without limitation, negligent supervision or negligent maintenance.

(4) I AGREE that I, and not Marquette Climbers' Co-Op, or any of its directors, officers, employees, agents, predecessors, successors, or assigns, shall be fully responsible for payment of any bills for medical

services rendered to me as a result of any accidents, injuries, or illnesses arising from or in connection with the Activities.

(5) I further AGREE to INDEMNIFY and HOLD HARMLESS the Marquette Climbers' Co-Op, its directors, officers, employees, agents, predecessors, successors, or assigns, for all costs, damages, and/or awards, including attorneys' fees, arising out of any demands, causes of action, claims, counterclaims, or cross claims brought by any other person or entity against Marquette Climbers' Co-Op pertaining to, arising out of, or as a result of any act or omission by me, intentional, negligent, or otherwise, in connection with the Activities.

(6) The provisions of this Waiver and Release are severable. If any part of this Waiver and Release is found to be unenforceable, the other provisions shall remain fully valid and enforceable. The laws of the State of Michigan govern this Waiver and Release.

(7) I have carefully read this waiver and release and fully understand its contents. I am aware that this is a waiver and release of liability and a contract between me and Marquette Climbers' Co-Op and that I have signed of my own free will. In signing this waiver and release, I acknowledge and represent that no oral representation, statement, or inducement, apart from the foregoing written agreement, has been made and I execute this waiver for full, adequate, and complete consideration fully intending to be bound by same.

(8) I accept full responsibility for my own safety and my conduct with respect to other climbers while in the climbing gym area. I agree to abide by, and to help enforce all climbing wall safety policies in effect from time to time during my use of the climbing wall or presence in the climbing gym area.

_____ Participant Info _____

X _____ Date _____
Participant Signature

_____ Date of Birth _____
Print Name Legibly

Address (Number, City, State, Zip Code)

Print Emergency Contact Name

Emergency Contact Phone Number