It's a rock climbing party at Prairie Walls and you are invited!

For:_____

Date & time:_____

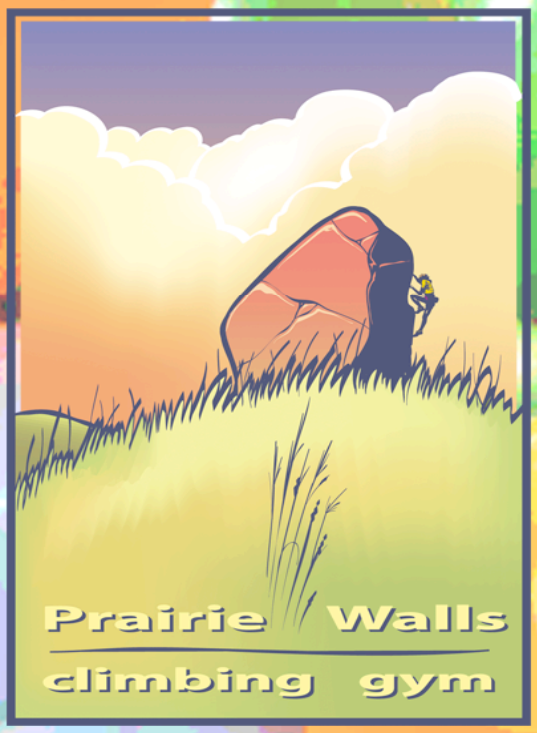
Meet at:_____

RSVP:_____

Other important info:_____

_____

If you are under 18 you must bring a completed Prairie Walls waiver signed by a parent or legal guardian in order to climb.
Wear comfortable clothes and sneakers



Prairie Walls Climbing Gym

bringing climbing to
south east minnesota
since 1998

4420 19th St. N.W.
Rochester, MN 55901
507-292-0511
www.prairiewalls.com

PRAIRIE WALLS, INC.

ACKNOWLEDGMENT OF RISKS, RELEASE, INDEMNIFICATION AGREEMENT, AND COVENANT NOT TO SUE

EACH PART OF THIS DOCUMENT MUST BE COMPLETED AND SIGNED BEFORE CLIMBING

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE SOUGHT.

By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused, arising out of your use of the facilities of Prairie Walls Climbing Gym of Rochester, even if such claim is based upon the actual negligence of Prairie Walls Climbing Gym of Rochester or its employees.

1. Acknowledgement of Risks

The undersigned user ("User") hereby acknowledges and agrees that the sport of rock climbing and the use of the facility owned and operated by Prairie Walls, Inc. a Minnesota corporation ("Gym"), including without limitation its climbing walls and other exercise, fitness and training facilities and equipment ("Facilities") has inherent risks. User fully recognizes and appreciates the dangers inherent with climbing activities. User is assuming the hazard of risk upon User since User desires to climb the climbing walls at the Gym. User realizes that User is subject to injury from this activity and that no form of preplanning can remove all of the danger to which User is being exposed. User further represents and warrants to the Gym that User has full knowledge of the nature and extent of all the risks associated with rock climbing and the use of the Facilities, including but not limited to:

1.1 All manner of injury resulting from falling off the climbing walls and hitting structure faces and projections, whether permanently or temporarily in place, or the floor.
1.2 Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing walls such as, but not limited to climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques.
1.3 Injuries resulting from falling climbers or dropped items such as, but not limited to ropes or climbing hardware.
1.4 Cuts and abrasions resulting from skin contact with the climbing wall.
1.5 Failure of ropes, slings, harnesses, climbing hardware, anchor points ("Equipment"), or any part of the climbing wall structure, regardless of whether the equipment was furnished by the Gym
1.6 Injuries resulting from the actions or omissions of User's climbing partners or others using the Gym.

User further acknowledges that the above list of risk factors is for illustration purposes only and is not inclusive of all possible risks associated with the use of the Facilities and that the above list in no way limits the absolute and comprehensive nature of this Waiver and Release, Indemnification and Covenant Not to Sue ("Release").

Initial_____(If user is under 18, parent/legal guardian must initial)

RELEASE

Inconsideration of User's being permitted to use the Facilities, User expressly agrees that all use of the Facilities shall be undertaken at User's sole risk and that the Gym and its Employees shall not be liable for any claims, demands, injuries, damages, actions, or causes of action, whatsoever to User, User's heirs, next-of-kin, personal representative, and assigns, or User's property arising out of or connected with the use of the Facilities or the premises where same are located, and User does hereby expressly forever release and discharge the Gym and its Employees from all such claims, demands, injuries, damages, actions, or causes of action, and from all acts of active or passive negligence or the part of the Gym and its Employees.

In consideration of user's being permitted to use the Facilities, User further agrees to INDEMNIFY AND HOLD HARMLESS the Gym and its Employees (including without limitation the reasonable attorneys' fees incurred by the Gym and its Employees and any increase in liability insurance premiums incurred by the Gym as a result of any claim made of loss suffered by User), such indemnity to be of and from any nature whatever arising out of or in any way relating to User's use of the Facilities, regardless of whether User has demonstrated sage climbing techniques to a Climbing Wall Supervisor, followed the Safety Policies set forth below or received any training from the Gym and its Employees.

User hereby represents and warrants to the Gym that User has full knowledge of the nature and extent of the risks inherent in the use of the Facilities and that User is voluntarily assuming all such risks. User understands the User will be solely responsible for any loss or damage, including death, User sustains while using the Facilities, and that by this Waiver and Release, User is relieving the Gym and its Employees of and from any and all liability for such loss, damage of death.

User hereby represents and warrants to the Gym that User is of lawful age (18 years or older) and otherwise legally competent to sign this Waiver and Release. User further understand that the terms of this Waiver and Release are legally binding and User certifies that User is signing this Waiver and Release of User's own free will, having carefully read and understood it.

User understands that the Gym is permitting User to use the Facilities in reliance upon the binding effect of this Waiver and Release and upon User's representations and warranties contained in this Waiver and Release. User further understands that the reasonable rates charged by the Gym are based in large part upon User's willingness to execute this Waiver and Release and User's commitment to abide by the Gym's Safety Policies set forth below.

This Waiver and Release is a Minnesota contract and User consents to the jurisdiction and venue for any action relating to this Waiver and Release as being in Olmsted County, Minnesota, regardless of User's residence of domicile.

Initial_____(If user is under 18, parent/legal guardian must initial)

Both sides of this form must be completed

2. Prairie Walls Climbing Gym Safety Policies Agreement

User accepts full responsibility for User's own safety and the safety of other climbers while on the premises of Prairie Walls Climbing Gym (PWCG). User agrees to abide by and to help enforce the following Prairie Walls (PW) safety policies while using the facilities:

1. All Users must have a signed Waiver and Release on file at the Gym and present a photo I.D. if requested.
2. Only authorized climbers may climb or boulder at PWCG. Authorization must be obtained by demonstrating the appropriate safety skills to an appointed member of the PW staff. These skills may include but are not limited to the following:
   *Knot tying *Top Rope Belaying *Lead Belaying *Lead Climbing *Bouldering *Pre-Climb Safety Checks *Spotting for Bouldering.
3. Upon passing your safety skills demonstration check you will be issued a Gym certification tag.
4. Tags must be worn in a visible location at all times while climbing in the Gym. Certification tags and membership cards are not transferable. Any User caught switching tags with another User will immediately forfeit all gym privileges.
5. Certification tags must be returned to the front desk when you finish climbing for the day.
6. Gym safety policies are binding to all Users and are non-negotiable.
7. PWCG reserves the right to interpret at any time any policy set forth in this document.
8. Safety policies may be added at any time without notice at the discretion of PWCG.
9. All Users will comply with the judgments of the staff at the gym.
10. Except as otherwise noted in items 4 & 11 of the safety policy agreement, any User in violation of gym safety policies, or for conduct that is deemed by PW as unsafe or inappropriate may be given a warning, or be expelled from the gym for the day, based on the judgments of the staff. Users who have expelled from the premises on two occasions forfeit all gym privileges.
11. Any User involved in a physical altercation, or who is caught in the act of theft, or in possession of stolen property, or in any criminal activity at PW will forfeit all gym privileges.
12. No climbing is allowed while under the influence of intoxicating substances.
13. Only approved climbing equipment may be used in the gym. No private ropes, draws, or anchors may be used in the gym.
14. No bare foot climbing or bare feet allowed in the gym. Climbing or athletic shoes are recommended.
15. Everyone must check in at the front counter before entering the climbing area.
16. No loose chalk is allowed in the gym. Chalk balls only.
17. Bouldering is not allowed above the point where the feet of the climber are higher than their shoulder height , while standing on the the landing surface. PW recommends at least one spotter when bouldering.
18. Solo or self belayed climbing is not allowed.
19. Roped climbers have priority over climbers bouldering. PW lessons have priority on all routes.
20. Belayer's MUST be standing and attentive to the climber at all times.
21. Loose, spinning or damaged holds or damage to the facility or equipment must be reported to Prairie Walls staff.
22. Unless specifically invited by a member of the PW staff Users are not permitted behind the counter, in the office, in any of the storage areas or behind the climbing walls.
23. Food and beverages are not allowed in the climbing areas. Packs, shoes, coats, ect. must be stored upstairs.
24. Lead ropes may be checked out from the counter by lead certified climbers. Do not remove ropes from the belay bars.
25. Climbing on the "roof" is only for lead certified climbers only. Special "roof" Lead ropes may be checked out from the counter.
26. Technical instruction by non-PW instructors is not allowed on the premises.

Date _____User's Signature_____ Print User's Name_____

Street Address _____

City, State, and Zip Code _____

Home Telephone Number _____Work Telephone Number_____

E-Mail Address:_____ Date of Birth_____ Age _____

Emergency Contact: _____ Phone Number:_____

If User is under 18 years old:

Parent/Guardian Consent: I, as parent or guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in the above Waiver and Release.

Parent/Guardian Signature_____Print Name_____Telephone_____

. . . . . Below this line is for Prairie Walls use only. . . . . .

Type of waiver: Daily Lesson B-Day K.C. Group Other_____

Safety Skills Test: Notes:

Top Rope : no yes date _____ _____

Lead: no yes date _____ _____

Other: no yes date _____ _____

PRAIRIE WALLS CLIMBING GYM
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