

MAINEBOUND ADVENTURE CENTER AGREEMENT

I, _____ (print full name clearly) accept full responsibility for my own safety and the safety of fellow climbers while using the MaineBound Adventure Center (MBAC), particularly in the climbing and bouldering areas. I agree to abide by and to help enforce all MBAC safety policies and procedures. I acknowledge and accept responsibility for my personal actions. I understand and accept that failure to comply with the MBAC safety policies and procedures may result in suspension and/or termination of my access privileges to the MBAC.

SAFETY POLICIES

- All users are required to have a signed Release and Assumption of Risk form AND MBAC Agreement submitted to MaineBound prior to engaging in climbing, belaying, and/or bouldering in the MBAC. All users (except guests) must have a valid MBAC pass + photo I.D. to access the climbing and bouldering areas. Current UMaine students need only present their Maine Card to access MBAC. All users must check in at the MBAC counter prior to using the climbing and/or bouldering areas. MBAC belay classes are held regularly to certify users. This class included both skills and written tests. All users must re-certify their belay certification annually. This is the user’s responsibility. All users must be aware of fall zones and avoid them when not climbing, bouldering, or belaying.
- No gum or food (including candy) of any kind is permitted in the climbing & bouldering areas. Only unflavored water in a sports bottle is permitted in the climbing & bouldering areas.
- With the exception of ECO balls, chalk in any form is prohibited in MBAC for health and safety reasons.
- Climbing shoes or non-marking sneakers are required. Users should have footwear checked by MBAC staff prior to engaging in any activity.
- All roped climbers must wear harnesses. A figure eight follow through must be used to tie in.
- Spotters are strongly encouraged at all times when using the bouldering wall. Climbers using the bouldering wall must not pass over the top of the bouldering wall.
- Climbers use their own equipment at their own risk. MaineBound, in its sole discretion, reserves the right to disallow the use of any personal gear.
- All users are expected to help keep MBAC areas clean. Report all custodial/maintenance problems to MBAC staff immediately.
- MBAC users must not be under the influence of alcohol, drugs, or other controlled substances. The MBAC is a tobacco-free & drug-free facility. MBAC staff reserve the right to deny access to anyone who, in their sole discretion, is believed to be under the influence of drugs and/or alcohol.
- Report all accidents, incidents, and injuries to MBAC staff immediately. Report any unsafe or inappropriate behavior to MBAC staff immediately.
- I authorize and give full consent to MaineBound, Campus Recreation, and the University of Maine to copyright and publish all photographs, slides, and video in which I appear while using the MBAC. Further, I authorize and give full consent for MaineBound, Campus Recreation and the University of Maine to copy, transfer, display and otherwise use these photographs, slides, and video for display, advertising, and other purposes without limitation or restriction
- Helmets are required to be worn by all climbers under age 18. Climbers 18 years of age and older must sign the Helmet Waiver to climb or boulder in the MBAC without a helmet.
- MaineBound reserves the right to withdraw and/or revoke MBAC use privileges of any individual for breach of any portion of this MBAC Agreement, and/or for any unsafe or inappropriate conduct in the sole discretion of MBAC staff.

IN CONSIDERATION FOR MY USE OF THE MBAC, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ABIDE BY THE ABOVE STATED MBAC POLICIES.

Climber’s Signature

Climber’s Printed Name

Date

Guardian’s Signature (If Climber is under age 18)

Guardian’s Printed Name

Date

MAINEBOUND HELMET WAIVER

I acknowledge and agree that I have been informed of the hazards, dangers, and potential injuries associated with climbing, belaying, and bouldering in the MBAC without a helmet. I understand that MaineBound will provide a helmet to me at no charge to use in the MBAC at any time but I refuse the use of the helmet while using MBAC facilities and assume full responsibility of any injury, up to and including death, that may result from not using a helmet in the MBAC.

Climber’s Signature

Climber’s Printed Name

Date

Guardian’s Signature (If Climber is under age 18)

Guardian’s Printed Name

Date

MaineBound ADVENTURE CENTER RELEASE & ASSUMPTION OF RISK

ACKNOWLEDGEMENT OF RISK: I hereby acknowledge and agree that climbing, bouldering, and belaying and use of the MaineBound Adventure Center (MBAC) tower and wall at the University of Maine have inherent risks. I have full knowledge of the nature and extent of all the risks associated with climbing, bouldering, belaying and otherwise using the MBAC, including, but not limited to:

- ◆ all manner of injury resulting from falling and impacting the floor, wall and tower surfaces and projections, whether permanently or temporarily in place, and other people
- ◆ abrasions, entanglements, and other injuries resulting from activities within the MBAC including but not limited to climbing, rappelling, ascending, descending, bouldering, and any other rope or climbing techniques or maneuvers
- ◆ injuries resulting from falling or dropped items including but not limited to ropes, climbing hardware, climbing holds/hardware, chalk, chalk bags, personal items, and other climbers
- ◆ cuts, abrasions, and burns resulting from contact with the climbing tower, bouldering wall, the floor, ropes, and/or other people
- ◆ failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing tower, bouldering wall, or MBAC structure
- ◆ injuries caused through inappropriate technique or overuse including but not limited to tendonitis, strains, sprains, abrasions, bruises, dislocations, joint swelling, muscle aches, and fractures
- ◆ harm and injury, including death, shortness of breath, and light headedness, resulting from increased heart rate, increased blood pressure, and strenuous physical activity.

I further acknowledge and accept that the above list is not exhaustive and does not include all possible risks or injuries associated with the use of the MBAC, and that the above list in no way limits the extent or reach of this release and assumption of risk.

HOLD HARMLESS/INDEMNIFICATION: The undersigned, in consideration of being permitted to use the MBAC do hereby and irrevocably, personally and for his/her heirs, assigns, and legal representatives Release & Waive any and all past, present, and future claims, demands, and causes of action which the undersigned now has or may in the future have against the University of Maine, Campus Recreation, MaineBound, and its instructors, representatives, officers, agents, & employees, and each of them, for any and all past, present, and future loss or damage to property and/or bodily injury, including death, however caused, resulting from, or arising out of or in any way connected with the use of the MBAC, including but not limited to the negligence of the University of Maine. In consideration of their use of the MBAC, the undersigned agrees to **INDEMNIFY AND HOLD HARMLESS** the University of Maine from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way relating to the undersigned's use of the MBAC, including but not limited to the climbing tower and the bouldering wall. The undersigned hereby certifies that he/she has full knowledge of the nature and extent of the risks inherent in the use of the MBAC and that he/she voluntarily assumes these risks. The undersigned understands the he/she will be solely responsible for any loss, damage, or injury, including death, sustained while using the MBAC and that by signing this Release & Assumption of Risk that he/she is relieving the University of Maine of any and all liability for such loss, damage, or death.

I, the undersigned, certify that I am in good health and that I have no physical limitations that would preclude my safe use of the MBAC. In addition, I certify that I am of legal age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding on me. I certify that I am signing this Release & Assumption of Risk, after having read the same, of my own free will. I acknowledge that accommodations are available to me by simply making a request to the MaineBound Program Manager.

Climber's Signature

Climber's Printed Name

Date

Guardian's Signature (If Climber is under age 18)

Guardian's Printed Name

Date

Witness' Signature

Witness' Printed Name

Date

Full Mailing Address: _____

Telephone Number(s) and E-Mail _____

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